FRANCHISE DISCLOSURE DOCUMENT

JFE FRANCHISING, INC.

a Texas corporation
2021 Bingle Road
Houston, Texas 77055
(713) 463-7777
fdd@snowfruit.com
http://snowfruit.com

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

The total investment necessary to begin operation of a new franchise for a Snowfruit Unit is $23,977 to $170,325. This includes $8,402 to $68,905 that must be paid to the franchisor or affiliate. The total investment necessary to purchase an existing franchise for a Snowfruit Unit is $22,677 to $165,825. This includes $7,322 to $69,905 that must be paid to the franchisor or affiliate. The total investment necessary to begin operations of a new franchise for a Snowfruit Express Unit is $20,477 to $118,825. This includes $4,902 to $17,405 that must be paid to the franchisor or affiliate. The total investment necessary to begin operations of an existing franchise for a Snowfruit Express Unit is $19,177 to $114,325. This includes $3,822 to $18,405 that must be paid to the franchisor or affiliate.

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

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

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

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

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

ISSUANCE DATE: July 23, 2026, as amended August 28, 2026

STATE COVER PAGES

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits F, G and H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit I includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Snowfruit business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Snowfruit franchisee?	Item 20 or Exhibits F, G and H list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A-1.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

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

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

ADDENDUM FOR STATE OF MICHIGAN

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

(a) A prohibition on the right of a franchisee to join an association of franchises.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity which in no event need be more than thirty (30) days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishing not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (5) years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) Failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

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

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

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

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

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

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

The Franchisor

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

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

Our Parents, Predecessors and Affiliates

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

Name of Parent	Principal Business Address
Zensho Holdings Co., Ltd.	8F JR Shinagawa East Bldg., 2-18-1, Konan, MINATO-KU, TKY, 108-0075, Japan
Zensho International Limited	3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT, United Kingdom
Wonderfield Topco Limited	PO Box 60, Fourth Floor, Plaza House, Admiral Park, St. Peter Port, Guernsey, GY1 4BF
Zensho International Food Service Limited	3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA 14 2DT, United Kingdom
Zensho International UK Limited	4th Floor, 69 Wilson Street, London, EC2A 2BB, United Kingdom
Wonderfield Group Limited	4th Floor, 69 Wilson Street, London, EC2A 2BB, United Kingdom
Wonderfield Midco 2 Limited	4th Floor, 69 Wilson Street, London, EC2A 2BB, United Kingdom
Wonderfield Bidco Limited	4th Floor, 69 Wilson Street, London, EC2A 2BB, United Kingdom
Yo! Sushi Limited	4th Floor, 69 Wilson Street, London, EC2A 2BB, United Kingdom

Our predecessor is JFE, Inc., a Texas corporation, whose principal address is 2021 Bingle Road, Houston, Texas 77055.

"Affiliate" means an entity that controls, is controlled by, or is under common control with us, and which offers franchises in any line of business or which provides products or services to our franchisees. We

have 5 affiliates required to be disclosed under this Item 1, 4 of which are direct or indirect subsidiaries of Holdco Inc.: JK959 Global, Inc. ("JK959"), Bento Sushi Franchise, Inc. ("BSFI"), Bento Sushi USA, Inc. ("Bento USA"), Bento Sushi Franchise Ltd. ("BSFL"); and 1 of which is a direct or indirect subsidiary of Zensho Holdings Co., Ltd: Advanced Fresh Concepts Franchise Corp ("AFC").

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

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

BSFL was incorporated in Canada; its principal address is 25 Sims Crescent, Richmond Hill, Ontario, Canada L3R5N8. BSFL offers franchises in Canada under the name and mark "BENTO SUSHI."

AFC is a California corporation; its principal address is 19700 Mariner Avenue, Torrance, California 90503. AFC offers franchises in the United States under the names and marks "ZENSHI," "AFC," and "WILD BLUE."

Our Business

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

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

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

At times, the Store Owner may identify a Store location as a developing market. In those situations, we may grant Franchisees the right to operate a Snowfruit Express Unit from that location ("Snowfruit Express Unit") under our Express Unit Program ("Express Unit Program"). Refer to the Express Unit Addendum attached as Exhibit K for further details regarding our Express Unit Program.

Under a separate Franchise Disclosure Document and as a separate business line, we offer franchises for retail sushi units in the United States under the names and marks "Snowfox," "Sushibox," and "Private Selection." The sushi units are for separate departments in supermarkets, grocery stores, and other retail facilities. We have offered Snowfox and Sushibox retail sushi units since 2017 and Private

Selection retail sushi units since March 2025. As of March 31, 2026, we had 1,457 franchised retail sushi units in 42 states. We also had 59 company-owned retail sushi units in the United States. There may be Snowfox, Sushibox or Private Selection franchised sushi units and Snowfruit franchised fruit and vegetable units located and operating in the same host Store, but they will be operated under separate franchise agreements with us.

Under a separate Franchise Disclosure Document and as a separate business line, we offer franchises for commercial kitchens that produce and deliver fresh pre-packaged sushi to multiple supermarkets, grocery stores, and other facilities that are owned by third parties in the United States under the names "Snowfox and "Sushibox." We have offered Snowfox commercial kitchen franchises since March of 2025. As of March 31, 2026, we did not have any Snowfox commercial kitchen franchises. As of March 31, 2026, we had 29 company-owned commercial kitchen unit in 3 states. There may be Snowfox franchised commercial kitchens and Snowfruit franchised fruit and vegetable units located and operating in the same host Store, but they will be operated under separate franchise agreements with us.

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

Business Experience

We have operated businesses of the type being franchised since February 2022. As of March 31, 2026, we had 29 company-owned Snowfruit locations. Our predecessor JFE, Inc., has never operated a Snowfruit franchise of the type you will operate. We have offered franchises for the Snowfruit concept since 2022. Other than the sushi franchise described above, neither we nor JFE, Inc. has offered franchises in any other business. We do not conduct any other business activities.

As of the date of this disclosure document, our predecessor, JFE, Inc., does not offer franchises in any business. Prior to the date of this disclosure document, our predecessor JFE, Inc. and/or its affiliates entered into agreements to operate or let others operate sushi bars in grocery stores and supermarkets under a different program. These arrangements were established before we began offering the franchises described in this disclosure document. Contracted-operators were given the opportunity, but were not required, to convert to franchisees. As of March 31, 2026, there is only one remaining contracted-operator of JFE Franchising, Inc., Wayne Corp, which owns and operates 3 outlets in Texas.

Our affiliate, Bento Sushi Franchise, Inc. ("BSFI") offers franchises for retail sushi businesses in the United States similar to those described in this disclosure document, but under the name and marks "BENTO SUSHI." BSFI has offered Bento Sushi franchises since May of 2016. As of March 31, 2026, BSFI had 61 franchised units in 23 states. BSFI also had 1 company-owned sushi businesses in the United States similar to those described in this disclosure document. BSFI has never conducted business in any other line of business, and it has never offered franchises in any other business.

Our affiliate, Bento Sushi USA, Inc. ("Bento USA") offers franchises for retail sushi businesses in the State of Hawaii similar to those described in this disclosure document, but under the name and marks "BENTO SUSHI." Bento USA has offered Bento Sushi franchises since July of 2021. As of March 31, 2026, Bento USA had 42 franchised units in 1 state. Bento USA also had 0 company-owned sushi businesses in the United States similar to those described in this disclosure document. Bento USA has never conducted business in any other line of business, and it has never offered franchises in any other

business.

Our affiliate, Bento Sushi Franchise Ltd. ("BSFL") offers franchises for Bento Sushi outlets only in Canada, consisting primarily of Sushi Counter front and inline units in malls, hospitals, and universities. BSFL has since May of 2013 offered Bento Sushi franchises in this line of business, but only in Canada. As of March 31, 2026, BSFL had 342 franchised units in operation in Canada. BSFL has never operated a business of the type to be operated by you. BSFL has never conducted business in any other line of business, and it has never offered franchises in any other line of business.

Our affiliate, Advanced Fresh Concepts Franchise Corp. ("AFC") offers franchises for retail sushi businesses in the United States and Canada similar to those described in this disclosure document, but under the name and marks "ZENSHI," "AFC," and "WILD BLUE." AFC has offered ZENSHI franchises since June of 2023, AFC franchises since May of 2002, and WILD BLUE franchises since June of 2021. As of March 31, 2026, AFC had 4,128 franchised units in 50 states and the District of Columbia. AFC also had 123 company-owned sushi businesses in the United States similar to those described in this disclosure document. As of March 31, 2026, AFC had 210 franchised units in operation in Canada. AFC has never conducted business in any other line of business, and it has never offered franchises in any other business.

Market for Fresh-Cut Fruits and Vegetables and Competition

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

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

Industry Regulations

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

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

The remainder of this page is left blank intentionally.

ITEM 2 BUSINESS EXPERIENCE

Orzse Hodi – President

Ms. Hodi has been our President since August 28, 2026. She also has served as CEO of Wonderfield US Holdco, Inc. in Torrence, California since January 2026. Ms. Hodi previously served as President (US) of Dole Sunshine Company from April 2022 to December 2025 and Vice President Marketing (Americas) of Dole Sunshine Company from March 2021 to March 2022, both in Westlake Village, California.

Francesco Rugiano – Executive Vice President

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

Takeshi Goto – Treasurer and Director

Mr. Goto has been our Treasurer and Director since December 2025. He has also served as Group Reporting Director of Wonderfield Group Limited in London, United Kingdom since March 2024. Mr. Goto also previously served as General Manager, Group Treasury Department of Zensho Holdings Co., Ltd. in Minato-ku, Tokyo, Japan from June 2021 to March 2024.

Ichiro Kawano – Secretary and Director of Finance

Mr. Kawano has been our Secretary since July 2026 and has been our Director of Finance since July 2025. He previously served as Senior Manager of Zensho Holdings Co., Ltd. in Tokyo, Japan from May 2024 to July 2025. He also previously served as Senior Manager of Nipro Vietnam Co., Ltd. in Ho Chi Minh City, Vietnam from March 2021 to May 2024.

Martin Jory – Vice President of Operations – Snowfruit

Mr. Jory has been our Vice President of Operations – Snowfruit since March 2025. He previously serviced as our Central Operations Director from January 2023 to March 2025. He also previously served as Retail Development Manager of Yo! Sushi Ltd. in London, United Kingdom from May 2012 to December 2022.

Aung Zaw – Vice President of Franchise Recruitment

Mr. Zaw has been our Vice President of Franchise Recruitment since April 2024. Mr. Zaw previously served as our Senior Director of Franchise Recruitment from May 2023 to March 2024 and as our Director of Franchise Recruitment from December 2022 to May 2023. Mr. Zaw previously served as Director of Operations of Bento Sushi Franchise, Inc. from January 2020 to January 2021 and as their Senior Manager from December 2018 to December 2020.

Hailey Myers – Director of Quality Assurance – Snowfruit

Ms. Myers has been our Director of Quality Assurance – Snowfruit since April 2024. Ms. Myers

previously served as QA Manager of Grow Food Packing, LLC in Katy, TX from January 2023 to April 2024. She also previously served as QA Manager of NatureBest Precut & Produce, LLC in Missouri City, TX and Houston, TX from April 2021 to January 2023.

Sungjin Ryu – Contract Dept. Senior Director

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

Kiyohiko Niwa – Director

Mr. Niwa has been our Director since July 2026. Mr. Niwa has also served as General Manager of Zensho Holdings Co., Ltd. in Tokyo, Japan from October 2015 to present.

Kazuiki Watariya – Director

Mr. Watariya has been our Director since July 2026. Mr. Watariya has also served as Managing Executive Office of Zensho Holdings Co., Ltd. in Tokyo, Japana from January 2015 to present.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

A. Training Fee

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

If you are purchasing a Snowfruit Express Unit, we will waive the training fees for up to 3 people.

B. Initial Franchise Fee

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

amenities (if it offers coffee, flowers, wine), and in-store location.

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

You pay the initial franchisee fee in a lump sum on signing the franchise agreement with us. This fee is not refundable.
There is no initial franchise fee if you are purchasing a Snowfruit Express Unit.

C. Other Initial Fees Due Before Opening

Equipment and Small Wares Purchase

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

Pricing Labels and Computer System and Label Printer

Prior to opening your business, you must purchase designated pricing label equipment from us or an approved supplier. The purchase price of the equipment ranges from $999 to $3,000 for a new location, plus shipping costs ranging from $10 to $100. You must also purchase pricing labels which are compatible with the label equipment. The cost of a set of labels is $150 per box (12 rolls), for an 800-count self-adhesive labels per roll. Based on the number of products sold, the label cost will range from $300 to $1,200 over the first 3 months. This cost is subject to change.

Uniforms

Prior to opening your business, you must purchase from us uniforms for your employees. The cost of the uniforms for a new location is $80 to $500.

Purchase of Existing Location

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

Drug Test, Background Check and Tuberculosis Test

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

Variance in Fees, Refundability

During our most recent fiscal year (ended March 31, 2026), we waived the initial franchise fee on 53

occasions because the franchisee was acquiring an existing company-owned Snowfruit business or due to the location of the host Store.

None of the above fees are refundable.

ITEM 6 OTHER FEES

Type of fee	Amount	Due Date	Remarks
Compensation to Us[1]	(a) Store Owner Revenue Share: Varies between 15% and 35% of Gross Sales, depending on the Store in which your Snowfruit Unit is located, and subject to periodic adjustment by the Store Owner. (b) Franchisor Revenue Share: Varies between 5% and 20% of Gross Sales, subject to periodic adjustment by us.	Weekly within thirty (30) days of receipt from Store Owner[1]	Our or our parent entity's agreement with the Store Owner allows them to keep a percentage of the Gross Sales (for example 25%), then we keep a percentage of Gross Sales (for example 10%), and we return the rest (for example 65%) to you, less amounts we may deduct for other charges. These percentages can vary. Also, see Note 1. See Note 5.
Technology Fee	Up to $100 per month, with the right to increase the maximum fee by 10% annually ("Maximum Technology Fee"). Currently $50 per month.	Monthly	Deducted from your Gross Sales on the first day of the month on which we return Gross Sales to you. See Note 1. 60 days prior notice before we increase or modify the fee currently charge or before imposing an annual increase in the Maximum Technology Fee.
Renewal Fee	20% of the then-current franchise fee, not to exceed $10,000	At the time of renewal	This fee is determined by us and paid when you renew your franchise agreement.
Transfer Fee	$1,000 plus our out of pocket costs and expenses (including attorneys' fees), if transferred in the 6th month of operation or thereafter $1,000 deposit on the transfer fee due when you request our consent on the proposed transfer	When you request our consent on the proposed transfer	Amount is charged to transferor per outlet transferred. The transfer fee is not refundable, whether or not the transfer is completed

Type of fee	Amount	Due Date	Remarks
Early Transfer Fee	$10,000, if transferred prior to the 6th month of operation $10,000 deposit on the transfer fee due when you request our consent on the proposed transfer	Prior to transfer	Amount is charged to transferor per outlet transferred. The deposit is not refundable, whether or not the transfer is completed
Additional Opening Assistance Fee	$500 per trainer per day	As incurred	If you request more than 1 day of opening assistance to you.
Operation Upon Default or Upon Death or Disability of Franchisee	$500 per representative per day	As incurred or upon our determination	If we are requested or we determine we need to operate your outlet due to default or breach, or upon the death or permanent disability of one of your owners and you do not immediately appoint a new Acting Principal.
Initial Training Fee	$500 per person	As requested	Training you request for new or additional employees will consist of 20 hours training at corporate HQ or other location designated by us.
Additional or Remedial or Refresher Training Fee	$500 per person, plus costs of attending	Upon demand	If we determine to be necessary, we will require additional training at corporate HQ or other location designated by us.
Commercial Liability Insurance	$18.20 per $1,000 of sales	Deducted weekly	You must have commercial liability insurance through our group policy. See Note 2.
Relocation Fee	The difference between the franchise fee applicable for your new location and the franchise fee you initially paid	Upon request	Payable only if your new location is in a higher category than your initial location.
Interest on Late Payments	Late fee equal to the greater of $250 or 10% of the amount due; plus interest at the rate of 12% on the unpaid amount, or the highest amount allowed by law	Upon demand	Payable only if your payment to us is past due

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

Type of fee	Amount	Due Date	Remarks
Store Owner Resolution Fee	$500 per complaint	As incurred.	We may, in our sole discretion, remedy any issues with the Store Owner of the Store where your Snowfox Unit is located.
Early Termination Fee	$10,000 plus additional expenses incurred	Upon your request	We may assess this fee if you abandon your location, cease operations, or if your franchise agreement or addendum is terminated for cause.
Default Charge	Varies: $50 - $1,000 per violation[4]	As incurred	If you violate certain requirements of the Snowfruit Operating Manual and/or the franchise agreement, we will send you a notice of specific violation (the form is in the Snowfruit Operating Manual) and assess the established penalty charge which will be deducted from the amounts owed to you.
Attorneys' fees plus other expenses we incur caused by your breach	Actual costs	On demand	You will be charged for all expenses we incur to enforce our franchise agreement.
Indemnification	Actual damages, costs and expenses	On demand	Reimbursement for damages, costs, and expenses (including attorneys' fees) if you are held liable for claims as set forth in your franchise agreement.
Lost Manual Fee	$500 per Manual	On demand	If you lose or are unable to return any Manual in its complete form to Franchisorat the expiration or termination of the Franchise Agreement, you must pay us $500 for each Manual.

Type of fee	Amount	Due Date	Remarks
Drug Test, Background check, tuberculosis test	$250 - $1,000	On demand	Prior to accepting you as a Snowfruit franchisee, we require you to submit to drug testing, a criminal background check, and/or Tuberculosis testing. You must reimburse our cost in obtaining these tests and checks

Note 1 – These fees are uniformly imposed. All fees are non-refundable. When customers purchase products from your business, the Store Owner collects all payments. All sales are recorded by the Store Owners and then reported and forwarded to us before you receive payments. The Store Owner retains its Revenue Share out of your Gross Sales and remits the balance to us. The Store Owner Revenue Share is negotiated between the Store Owner and us. It is a percentage that may vary from one brand of Store Owner to another, as well as within each brand, as we negotiate with the Store Owner. The Franchisor Revenue Share is also a specified percentage of your Gross Sales. The Franchisor Revenue Share is determined by us in our sole discretion. Once we establish the Franchisor Revenue Share, it is not subject to change throughout the term of your Franchise Agreement. We keep the specified percentages due to us and pay the rest to you as commission, after deducting for other charges or purchases, including amounts you owe us, our affiliates, or other suppliers for your purchase of goods and/or services including food and inventory costs, freight, and equipment fees. The percentage paid to Store Owner will vary depending on each Store Owner agreement of your location. The Store Owner holds the first payment after opening generally up to 8 weeks but may hold the first payment longer. Thereafter, payment will be paid weekly. "Gross Sales" is all revenues from your business whether payment is in cash, by debit or credit card, but does not include refunds, sales taxes and discounts.

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

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

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

Note 5 – For Snowfruit Express Units, initially the Store Owner Revenue Share varies between 15% and 17.5% of Gross Sales and the Franchisor Revenue Share varies between 5% and 15% of Gross Sales. On or about May 15 of each calendar year, if your average weekly Gross Sales since either (i) the date you opened for business, if you have been in business for less than one (1) year or (ii) May 15 of the previous calendar year, if you have been in business for one (1) year or more was greater than $3,000, we may require you to convert your franchise from a Snowfruit Express Unit to a traditional Snowfruit Unit at the Store Revenue Share and Franchisor Revenue Share as described in the above table.

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

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

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	$3,000 - $50,000	Cash, Certified Check, Wire, or Money Order	Upon signing franchise agreement	Us
Drug testing, criminal background check, and/or Tuberculosis testing[12]	$250 - $1,000	Cash, Certified Check, Wire, or Money Order	Prior to opening	Us or Approved Supplier
Initial Training Fee for you and any proposed employee[1, 2]	$500 - $1,500	Cash, Certified Check, Wire, or Money Order	Upon signing of the training agreement	Us
Travel and Living Expenses while Training	$2,000 - $10,000	Cash or Credit/Debit	Before and During Training	Third Party Provider (airline, hotel, etc.)
Food Manager Examination & Certification[3]	$75 - $500 per certification	Cash, Check or Credit/Debit	Before opening	Third Party Provider or government agency
Equipment and Small Wares Purchase Price [11]	$3,000 - $7,500	Cash, Check or Credit/Debit	Before opening	Us or Approved supplier
Opening Food Inventory Purchase Price	$1,000 - $10,000	Cash, Check or Credit/Debit	Before opening	Approved supplier
Pricing Labels and Computer System and Label Printer Purchase Price[4]	$1,309 - $4,300	Cash, Check or Credit/Debit	Before opening	Us or Approved supplier
Uniforms Purchase Price[5]	$80 - $500	Cash or Check	Before opening	Us
Licenses & Permits	$200 - $3,000	Cash, Check or Credit/Debit	Before opening	Government agency
Commercial Liability Insurance[6]	$18 - $1,800	Cash	Deducted weekly from your sales	Us
Workers Compensation Insurance	$50 - $3,000	Cash, Check or Credit/Debit	As incurred	Paid to insurance company based on workers compensation insurance requirements in your state.
Technology Fee (3 months)	$150 ($50 per month for 3 months)	Cash	$50 deducted monthly from your sales	Us

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Opening Assistance[7]	0 - $2,000	Cash, Check, Wire, or Money Order	Upon request, shortly after	Us
Professional Advisors	$250 - $5,000	Cash, Check, Wire, or Debit/Credit	As incurred	Third party providers (your attorneys, CPAs)
Additional Funds – 3 months of Operating Capital[9]	$12,000 - $70,000	As arranged	As incurred	Third party providers, your employees, or approved suppliers
Total Range for a New Location[10]	$23,902 - $170,250			

YOUR ESTIMATED INITIAL INVESTMENT FOR THE PURCHASE OF AN EXISTING LOCATION

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

s

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	$3.000 - $50,000	Cash, Certified Check, Wire, or Money Order	Upon signing franchise agreement	Us
Assets of Existing Location[8]	$1,000 - $10,000	Cash, Certified Check, Wire, or Money Order	Upon closing of the transaction	Us
Drug testing, criminal background check, and/or Tuberculosis testing[12]	$250 - $1,000	Cash, Certified Check, Wire, or Money Order	Prior to opening	Us or Approved Supplier
Initial Training Fee for you and any employee[1, 2]	$500 - $1,500	Cash, Certified Check, Wire, or Money Order	Upon signing of the training agreement	Us
Travel and Living Expenses while Training	$2,000 - $10,000	Cash or Credit/Debit	Before and During Training	Third Party Provider (airline, hotel, etc.)
Administrative Transfer Processing Fee	$1,000	Cash, Certified Check, Wire, or Money Order	Prior to Transfer	Us
Food Manager Examination & Certification	$75 - $500 per certification[3]	Cash, Check, or Credit/Debit	Before opening	Third Party Provider or government agency
Ongoing Food Inventory	$1,000 - $7,500	Cash, Check, or Credit/Debit	As incurred	Approved supplier
Pricing Labels and Computer System and Label Printer Purchase Price[4]	$1,309 - $4,300	Cash, Check, or Credit/Debit	Before opening	Us or Approved supplier
Professional Advisors	$250 - $5,000	Cash, Check, or Credit/Debit	As incurred	Third party providers (your attorneys, CPAs)

Commercial Liability Insurance[6]	$18 - $1,800	Cash	Deducted weekly from your sales	Us
Workers Compensation Insurance	$50 - $3,000	Cash, Check, or Credit/Debit	As incurred	Paid to insurance company based on workers compensation insurance requirements in your state.
Technology Fee (3 months)	$150 ($50 per month for 3 months)	Cash	$50 deducted monthly from your sales	Us
Additional Funds – 3 months of Operating Capital[9]	$12,000 - $70,000	As arranged	As incurred	Third party providers, your employees, or approved suppliers
Total Range for the Purchase of an Existing Location[10]	$22,602 - $165,750			

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

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	N/A	Cash, Certified Check, Wire, or Money Order	Upon signing franchise agreement	Us
Drug testing, criminal background check, and/or Tuberculosis testing[12]	$250 - $1,000	Cash, Certified Check, Wire, or Money Order	Prior to opening	Us or Approved Supplier
Initial Training Fee for you and any proposed employee	N/A	Cash, Certified Check, Wire, or Money Order	Upon signing of the training agreement	Us
Travel and Living Expenses while Training	$2,000 - $10,000	Cash or Debit/Credit	Before and During Training	Third Party Provider (airline, hotel, etc.)
Food Manager Examination & Certification[3]	$75 - $500 per certification	Cash, Check, or Debit/Credit	Before opening	Third Party Provider or government agency
Equipment and Small Wares Purchase Price [11]	$3,000 - $7,500	Cash, Check, or Debit/Credit	Before opening	Us or Approved supplier
Opening Food Inventory Purchase Price	$1,000 - $10,000	Cash, Check, or Debit/Credit	Before opening	Approved supplier

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Pricing Labels and Computer System and Label Printer Purchase Price[4]	$1,309 - $4,300	Cash, Check, or Debit/Credit	Before opening	Us or Approved supplier
Uniforms Purchase Price[5]	$80 - $500	Cash or Check	Before opening	Us
Licenses & Permits	$200 - $3,000	Cash, Check, or Debit/Credit	Before opening	Government agency
Commercial Liability Insurance[6]	$18 - $1,800	Cash	Deducted weekly from your sales	Us
Workers Compensation Insurance	$50 - $3,000	Cash, Check, or Debit/Credit	As incurred	Paid to insurance company based on workers compensation insurance requirements in your state.
Technology Fee (3 months)	$150 ($50 per month for 3 months)	Cash	$50 deducted monthly from your sales	Us
Opening Assistance[7]	0 - $2,000	Cash, Certified Check, Wire, or Money Order	Upon request, shortly after opening	Us
Professional Advisors	$250 - $5,000	Cash, Check, or Debit/Credit	As incurred	Third party providers (your attorneys, CPAs)
Additional Funds – 3 months of Operating Capital[9]	$12,000 - $70,000	As arranged	As incurred	Third party providers, your employees, or approved suppliers
Total Range for a New Location[10]	$20,472 - $118,750			

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

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	N/A	Cash	Upon signing franchise agreement	Us
Assets of Existing Location[8]	$1,000 - $10,000	Cash	Upon closing of the transaction	Us
Drug testing, criminal background check, and/or Tuberculosis testing[12]	$250 - $1,000	Cash	Prior to opening	Us or Approved Supplier
Initial Training Fee for you and any employee	N/A	Cash	Upon signing of the training agreement	Us
Travel and Living Expenses while Training	$2,000 - $10,000	Cash	Before and During Training	Third Party Provider (airline, hotel, etc.)
Administrative Transfer Processing Fee	$1,000	Cash	Prior to Transfer	Us
Food Manager Examination & Certification	$75 - $500 per certification[3]	Cash	Before opening	Third Party Provider or government agency
Ongoing Food Inventory	$1,000 - $7,500	Cash	As incurred	Approved supplier
Pricing Labels and Computer System and Label Printer Purchase Price[4]	$1,309 - $4,300	Cash	Before opening	Us or Approved supplier
Professional Advisors	$250 - $5,000	Cash	As incurred	Third party providers (your attorneys, CPAs)
Commercial Liability Insurance[6]	$18 - $1,800	Cash	Deducted weekly from your sales	Us
Workers Compensation Insurance	$50 - $3,000	Cash		Paid to insurance company based on workers compensation insurance requirements in your state.
Technology Fee (3 months)	$150 ($50 per month for 3 months)	Cash		Us
Additional Funds – 3 months of Operating Capital[9]	$12,000 - $70,000	Cash	As incurred	Third party providers, your employees, or approved suppliers
Total Range for the Purchase of an Existing Location[10]	$19,102 - $114,250			

Notes for all charts:

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

Note 1 – The Initial Training fee is $500 per person who attends training. The estimate is for 1 to 3 persons attending training. The required training consists of 20 hours training at corporate HQ or other location designated by us. Training is further discussed in Item 5 and Item 11 of this disclosure document. If you are purchasing a Snowfruit Express Unit, we will waive the training fees for up to 3 people.

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

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

Note 4 – The cost of a set of labels for a specific product is $150 per box (12 rolls), for an 800-count self-adhesive labels per roll. Based on the number of products sold, the label cost will range from $300 to $1,200 over the first 3 months. You must purchase computer hardware and software according to our specifications. The computer system cost will range from $999 to $3,000, plus shipping costing from $10 to $100. For existing locations, we assume that you will purchase the existing label printer as part of the assets from the seller of the Snowfruit Unit. These are the current costs and counts, which are subject to change. You must purchase a label printing machine from us or from our approved supplier. The system will report data to us such as the type and number of labels printed by you, and we will have independent access to the information and data generated and stored in the system. You may be required to use preprinted labels for products you sell.

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

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

Note 7 – There is no charge for the first opening day, but we will charge $500 per day for any additional days of opening assistance requested by you.

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

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

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

Note 11 – We finance certain expenses for equipment and small wares such as thermometers, labels and

uniforms. See Item 10 for additional details. The top end of the estimate includes the purchase of a commercial food processor, which costs $3,000 but is optional (not required) if you are purchasing a Snowfruit Express Unit.

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

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

Required Purchases

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

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

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

We may from time to time change the products, ingredients, preparation process, mandatory menu items, and other required features of the System. Generally, we issue specifications and standards to our franchisees pursuant to the Snowfruit Operating Manual, SOP Manual, or written notices issued from time to time. Any changes or additions to those specifications are made by notice to you through modifications to the Snowfruit Operating Manual, SOP Manual or such other writings we issue in writing from time to time. As part of such standards, you must maintain your Snowfruit Unit and all equipment, fixtures and all other tangible property in clean, good and full working condition and will replace any of such equipment, fixtures or property as necessary. You may also have to cooperate with a Store Owner if it decides to remodel or upgrade your Snowfruit Unit to its current standards and designs. The cost of the remodeling/updating is paid by the Store Owner. At all times, we have the sole right to develop all items for sale at your Snowfruit Unit, and you will not have the right to make, develop, sell or otherwise dispose of any other products from your Snowfruit Unit.

Required and Approved Suppliers

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

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

Approval of Alternative Suppliers

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

Revenue from Fresh-Cut Fruit and Vegetable Franchisee Purchases

In the fiscal year ended March 31, 2026, we received $2,866,712 from the sale of products and supplies to SNOWFRUIT franchisees, which was 1.83% of our total revenue of $156,864,013. These figures are from our audited financial statements for our fiscal year ended March 31, 2026.

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

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

Cooperatives

There are no franchisee purchasing or distribution cooperatives.

Negotiated Prices

We do not negotiate purchase arrangements with suppliers for the benefit of franchisees. Some

suppliers will pay fees to us and/or our affiliates for products purchased through these negotiated agreements, and willingness to pay us and/or our affiliates fees may be a condition for approving a supplier. These fees will usually be based on an amount per case of product ordered and are expected to generally range from $12 to $325 per case.

Material Benefits

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

Insurance.

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

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

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

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ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Franchise Agreement Sections 1.1, 1.4, 2, 5.1; Purchase Agreement Section 1	8, 11, 12
b. Pre-opening purchase/leases	Franchise Agreement Sections 6.7, 6.8, 6.10, 6.11(k)	5, 7, 8, 10, 11
c. Site development and other pre-opening requirements	Franchise Agreement Sections 5.1, 5.7, 6.3	5, 7, 8, 11
d. Initial and ongoing training	Franchise Agreement Sections 5.2, 5.5, 5.6, 6.3; Initial Training Agreement Section 1	11
e. Opening	Franchise Agreement Sections 5.4, 6.1	11
f. Fees	Franchise Agreement Section 3; Initial Training Agreement Section 1.2; Express Unit Addendum Sections 3, 4, 5, 7	5, 6, 7
g. Compliance with standards and policies/operating manual	Franchise Agreement Sections 1.2, 1.5, 5.3, 6, 8.3	8, 11, 14, 16
h. Trademarks and proprietary information	Franchise Agreement Sections 1.2, 1.5, 5.3, 6.11(c), 9, 10; Initial Training Agreement Section 2; Purchase Agreement Section 5.2	13, 14
i. Restrictions on products/services offered	Franchise Agreement Sections 1.3, 1.4, 1.5, 1.6, 2.3, 6.7, 6.8, 6.9, 6.11(b), 8.3	8, 11, 12, 16
j. Warranty and customer service requirements	Franchise Agreement Section 6.11(c), 6.17; Purchase Agreement Section 4.6	11
k. Territorial development and sales quotas	Franchise Agreement Sections 1.6	12
l. Ongoing product/service purchases	Franchise Agreement Sections 3.7, 6.5, 6.7-6.10, 6.12	8, 11, 16

m. Maintenance, appearance, and remodeling requirements	Franchise Agreement Sections 2.4; 4.2(h); 6.11(i),(l)	8, 17
n. Insurance	Franchise Agreement Section 13.2	6, 7
o. Advertising	Franchise Agreement Sections 1.5, 3.13, 6.11(e), 6.13	6, 11
p. Indemnification	Franchise Agreement Section 13.1; Purchase Agreement Section 1.3, 6.2	6, 13
q. Owner's participation/management/staffing	Franchise Agreement Section 6.2, 6.11(n)	11, 15
r. Records and reports	Franchise Agreement Sections 3.4, 7.1	6
s. Inspections and audits	Franchise Agreement Sections 3.11, 7.2, 8.1	6
t. Transfer	Franchise Agreement Section 11	17
u. Renewal	Franchise Agreement Sections 4.2; 4.3; Express Unit Addendum Section 6	17
v. Post-termination obligations	Franchise Agreement Section 12.4	17
w. Non-competition covenants	Franchise Agreement Section 15	17
x. Dispute resolution	Franchise Agreement Section 16.12; Purchase Agreement Section 7.4; Initial Training Agreement Section 3(b)-(c)	17
y. Others: Guarantee of franchisee obligations	Franchise Agreement Section 14.2	17

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ITEM 10 FINANCING

We offer the following financing directly through us:

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

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

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

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

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations. Before the opening of your Snowfruit Unit, we will provide you with the following:

1. If you complete your training to our satisfaction, we will find a location within a Store for your Snowfruit Unit. (Franchise Agreement § 2.1). Locations are chosen based on a number of factors, including, but not limited to, the general location, our agreement or our affiliate's agreement with a Store Owner, proximity to other Snowfruit Units, parking, size and quality of the Store, demographic information, and level of competition. A location can only be provided to you pursuant and subject to an agreement with the Store Owner, entered into by us or our affiliate, to supply the Store with a separate Snowfruit department. As such, we will not own the location and the location will not be leased. Pursuant to the applicable agreement with the Store Owner, the Store Owner may terminate the Snowfruit Unit or require adjustment to the way you operate your Snowfruit Unit. We are not required to disclose to you the terms of agreement with the Store Owner. You must comply with all rules, procedures and food safety requirements of the Store Owner set forth in the SOP Manual or otherwise by the Store Owner. You will be responsible for complying with all local ordinances and obtaining any permits required for your Snowfruit Unit. There is no time limit within which we must select or approve a location.

2. If you are buying a franchise for an existing Snowfruit Unit, we or our affiliate may sell you the equipment, furniture and inventory. Copies of the Purchase Agreement and Bill of Sale are attached as Exhibit D to this franchise disclosure document. (Purchase Agreement, §1.1).

3. We may, as necessary, assist you with obtaining the governmental approvals, licenses, permits and other permissions necessary to operate your Snowfruit Unit. You will ultimately be solely responsible for complying with all applicable laws and obtaining the necessary approvals, licenses, and permits. We do not assist you in hiring employees. (Franchise Agreement, §5.7).

4. The Store Owner will have sole control over and will be responsible for the build out, development, specifications and layouts of the Snowfruit Unit as provided. (Franchise Agreement, §5.1).

5. You must purchase from our approved suppliers any required equipment, signs, fixtures, opening inventory and supplies as set forth in the Snowfruit Operating Manual. Fixtures and signs will be installed by you, unless installed by the Store Owner. You must keep all equipment, signs, and fixtures in good repair. (Franchise Agreement §§6.7 - 6.11).

6. We will provide to you and allow you to borrow a copy of the Snowfruit Operating Manual and SOP (Standard Operating Procedures) Manual (collectively, "Operating Manuals"), that we generally furnish to franchisees for use in operating a Snowfruit Unit (Franchise Agreement § 5.3). The Operating Manuals contain mandatory and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for operation of a Snowfruit Unit and information relating to your other obligations under the franchise

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

7. We will provide you opening assistance as you request, or as we determine is necessary. (Franchise Agreement § 5.4).

8. We will provide you and your employees with training as described in the "Training Program" table below, unless you already have received our training. (Franchise Agreement § 5.2).

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

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

1. We will furnish such other guidance and operating assistance to you as we deem appropriate. This guidance and operating assistance may come in the form of bulletins or other written materials, telephonic consultations, and consultations at our offices or your location. Our assistance may consist of guidance with respect to (a) methods and operating procedures, (b) preparation, purchasing of ingredients, and marketing of fresh-cut fruit and related products and other approved products, materials, and supplies, and (c) the establishment and operation of administrative, sales, and general operating procedures. (Franchise Agreement § 5.5).

2. We will coordinate the Store Owner providing you the Snowfruit Unit (including the refrigerated display cases and sink), power, storage, and refrigeration (including adequate space in Store Owner's refrigerator/freezer) to store fresh ingredients as necessary to operate the Snowfruit Unit. (Franchise Agreement §5.1).

3. We will provide you, and you must purchase from us, our affiliates, or our approved suppliers, any required equipment, signs, fixtures, opening inventory and supplies as set forth in the Snowfruit Operating Manual. Fixtures and sign will be installed by you, unless installed by the facility owner. You must keep all equipment, signs, fixtures in good repair. (Franchise Agreement §§ 6.7-6.11). For only those items provided by us directly, we will replace or refund items that do not meet our specifications, quality control procedures and formulas. (Franchise Agreement § 6.17).

4. We will provide ongoing research and development as to new food items that you will offer to your customers. We will inform you of new products that you will be required to sell.

(Franchise Agreement §§ 5.5 and 6.5).

5. We will provide you management assistance as you request, or as we determine is necessary. (Franchise Agreement § 5.6).

6. We will make available for you at our discretion training programs for you and your employees. (Franchise Agreement §§ 5.2 and 6.3). We do not provide assistance in hiring employees.

7. We will provide recommended resale prices or pricing schedules and provide pricing labels conforming to the recommended pricing. You will have the right to determine your own pricing, provided however, that in the event you want to charge a price or prices that differ from the recommended pricing, then you will have to pay fees or reimburse us for fees incurred. When it is allowed by law, we will specify maximum and minimum prices for products sold at your Snowfruit Unit. (Franchise Agreement § 6.11).

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

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

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

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

You must maintain the computer system and software in good repair. We may charge you for repairing or replacing your computer system and/or software. An estimate of that cost is $30 to $300. The are no contractual limits on the frequency and cost of your obligation to maintain, upgrade, and update the computer systems in conformance with our directives. If implemented, the system will report data to us such as the type and number of labels printed by you, and we will have independent access to the information and data generated and stored in the system. There are no contractual limits on our right to access this information. You may be required to use preprinted labels for products you sell.

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

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

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

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

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

Training will be under the direction of Ms. Ni Sung. Ms. Sung has been our Training Director since April 2024 and previously served as our Training Manager from April 2023 to March 2024 and as our Regional Manager from September 2022 to April 2023. She has 3 years of experience in all subjects taught as part of our initial training program.

We utilize the Snowfruit Operating Manual as the training materials.

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

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

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

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

All training fees for any program are nonrefundable.

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ITEM 12 TERRITORY

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

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

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

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Other produce businesses, including other Snowfruit Unit locations, may operate close by to your particular location. We and our affiliates reserve the right to use other methods of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales at any location regardless of the proximity to the location of your Snowfruit Unit using our principal trademarks and/or trademarks different from the ones you will use under the franchise agreement. Our affiliate has plans to use other channels of distribution to market products under our Marks. Neither we nor our affiliates are required to compensate you for any sales that we or our affiliates make through these other methods.

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

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ITEM 13 TRADEMARKS

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

Mark	Registration/Number	Registration/Application Date
SNOWFRUIT (Word Mark)	Registration Number: 7,288,739	Registration Date: January 23, 2024
SNOW FRUIT (Stylized Design Mark)	Registration Number: 7,288,740	Registration Date: January 23, 2024

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

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

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

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

You must follow our rules when you use our trademarks. You cannot use a Snowfruit name or mark as part of a corporate name, and you cannot use our marks with modified words, designs, or symbols, except for those which we license to you. You may not use our trademarks in connection with the sale of any unauthorized product or service, or in a manner that we have not authorized in writing. In some situations, you will do business under a different name or a general description of the product, as may be required by us. If we require, you may have to stop using our trademarks, use our marks in a limited fashion, and/or use a different mark or name as we may designate. We are not required to pay for the costs related to you using a new name or mark, and we will not be responsible for any claims related to stopping or changing your use of the name or trademark.

There are no currently effective material determinations of the USPTO, the Trademark Trial and

Appeal Board, or any state trademark administrator or court; nor any pending infringement, opposition, or cancellation proceedings relating to the Snowfruit Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

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

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

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

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

Copyrights

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

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

Proprietary Information – Confidential Operations Manual

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

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

You must comply with all provisions in the Operating Manuals, including any supplements or amendments that we provide. You are responsible for keeping your copy of the Operating Manuals

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

Confidential Information/Trade Secrets

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

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

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

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

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

You must always faithfully, honestly and diligently perform your obligations under the franchise

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

ITEM 16 RESTRICTIONS ON WHAT YOU MAY SELL

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

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

If you desire to purchase any items from any source other than an approved supplier of ours, we will at your request test and evaluate such sources and approve or disapprove such sources and products based on our tests. You must pay us an Alternative Supplier Evaluation Fee of $1,000 per requested application plus all expenses incurred by us for researching and evaluating the new supplier or product, including laboratory testing costs. Any proposed supplier requested must demonstrate to our reasonable satisfaction that it and its products meet our specifications, and that it is of good standing in the business community with respect to its financial capabilities and the reliability of its products and services. The proposed supplier must meet our standards, including, of quality, consistency, reliability, financial capability, and production capacity.

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

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

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

You must fill orders placed by customers through all Third Party Delivery Services that your Store Owner has approved. A "Third Party Delivery Service" is a company or business through which customers purchase menu items from Franchisee's Snowfruit Unit, that delivers said menu items to the customer at a location other than the Store where Franchisee's Snowfruit Unit is located. Such

orders will be placed through your tablet machine or other equipment we may designate.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	Franchise Agreement Section 4.1	Term of franchise agreement is 2 years but can be terminated earlier if the Store in which your Snowfruit Unit located ends their agreement with us.
b. Renewal or extension	Franchise Agreement Section 4.2 Franchise Agreement Section 4.3 Express Unit Addendum	If you meet the specified conditions outlined in this section, you can obtain a successor franchise and extend the term for additional 2 years or on such terms as set forth in the then-current franchise agreement. That franchise agreement may have materially different terms and conditions than in your original Franchise Agreement. Franchisor may offer to extend the terms of the agreement on a month-to-month basis after the expiration of a term until such time that Franchisor can lawfully offer a then current form of agreement. For Snowfruit Express Units, initially the Store Owner Revenue Share varies between 15% and 17.5% of Gross Sales and the Franchisor Revenue Share varies between 5% and 15% of Gross Sales. On or about May 15 of each calendar year, if your average weekly Gross Sales since either (i) the date you opened for business, if you have been in business for less than one (1) year or (ii) May 15 of the previous calendar year, if you have been in business for one (1) year or more was greater than $3,000, we may require you to convert your franchise from a Snowfruit Express Unit to a traditional Snowfruit Unit at the Store Revenue Share and Franchisor Revenue Share as described in the above table. For the avoidance of doubt, if you convert your franchise from a Snowfruit Express Unit to a traditional Snowfruit Unit, you will have no future right to convert back to a Snowfruit Express Unit regardless of your average weekly Gross Sales.
c. Requirement for franchisee to renew or extend	Franchise Agreement Section 4.2	There is no automatic right to renewal or option to extend. Renewal means the extension of the term of your Snowfruit Unit for additional 2 years or on such terms as set forth in the then-current franchise agreement. Conditions include: continuous compliance with franchise agreement; compliance with Operating Manuals and specifications; proper 6 month to 12 month notice; signing then current franchise agreement, continuing right to use the facility in which your Snowfruit Unit is located; that we are granting new franchises in the U.S. at the applicable time; compliance with additional training requirements; agreement to cooperate with any remodel, upgrade or relocation, execution by you of a general release; and your payment of successor franchise fee. The successor franchise agreement and other agreements you are required to sign may contain

Provision	Section in Franchise or other Agreement	Summary
		terms and conditions materially different from those initially signed.
d. Termination by franchisee	Franchise Agreement Section 12.3	You can terminate the franchise agreement effective on 90 days' notice, or earlier if we agree.
e. Termination by franchisor without cause	Franchise Agreement Section 12.1	We cannot terminate the franchise agreement without notice of default, unless related to non- curable defaults as outlined in Section 12.2. However, your franchise agreement can be terminated earlier if the Store in which your Snowfruit Unit located ends their agreement with us.
f. Termination by franchisor with cause	Franchise Agreement Sections 12.1 and 12.2	We can terminate if we provide you with 15 days' notice of breach and you do not cure the breach within that specified period. We can terminate immediately and effective on delivery of notice upon the occurrence of certain events, such as your failure to timely begin operation, failure to pay, breach of confidentiality or non-competition terms, or your bankruptcy, among other non-curable defaults. We can consider a default of one agreement between you and us as a default of all agreements between you and us. In addition, your franchise agreement can be terminated earlier even if you are not in default if the Store in which your Snowfruit Unit located ends their agreement with us.
g. "Cause" defined – curable defaults	Franchise Agreement Sections 12.1 and 12.2	You generally have 15 days to cure a curable default, unless otherwise provided by law or otherwise specified below. For any failure to make a required payment or report or return the Operating Manuals, execute a guaranty, or comply with law, you have a cure period of 5 days. Any violation of health, safety, or sanitation laws, or rules, procedures or food safety requirements of the Store Owners, requires you to cure within 24 hours.
h. "Cause" defined – non-curable defaults	Franchise Agreement Section 12.2	Except as otherwise provided by law, non-curable defaults include: failure to begin operating the Snowfruit Unit within the time specified; any misrepresentation or failure to provide material facts by you in obtaining the franchise; any failure to use only products and supplier approved by us; breach of confidentiality, indemnity insurance or noncompetition obligations failure to complete additional training; failure to operate or abandonment of your Snowfruit Unit; loss of the right to use the Store where the Snowfruit Unit is located; curable defaults that cannot be cured in the time provided; any bankruptcy or like filing in effect more than 60 days, or any assignment for the benefit of creditors by you; you or any officer, shareholder, employee, member or agents are convicted or plead no contest to any felony that reflects unfavorably upon us; your failure to comply with transfer requirements; any dissolution of entity that is the franchisee; if you receive 2 or more default notices within any consecutive 2 year period; any unauthorized use or disclosure of or failure to return the Operating Manuals; failure to sign or violation of

Provision	Section in Franchise or other Agreement	Summary
		a confidentiality agreement; misuses or unauthorized use of any of the components of Snowfruit System or any other act which materially impair Snowfruit's business, reputation or goodwill; any attempt to make payments to obtain improper benefits in violation of Snowfruit policies; any reasonable determination by us that your continued operation of the Snowfruit Unit would result in danger to public health or safety.
i. Franchisee's obligations on termination/non-renewal	Franchise Agreement Section 12.4	You must immediately cease operating your Snowfruit Unit and stop using the Snowfruit Marks, trade secrets, the System, and Operating Manuals. You must also return the Operating Manuals, pay all amounts owed to us, and vacate the Store in which your Snowfruit unit was located. You must provide all necessary assistance and cooperation for the orderly wind down of your operations.
j. Assignment of contract by franchisor	Franchise Agreement Section 11.1 Purchase Agreement Section 7.3 Initial Training Agreement Section 3(h)	We can assign and transfer our rights and obligations under the franchise agreement at any time without your consent. Seller may assign this Agreement and its rights, interests or obligations hereunder to any affiliate of Seller No limitation on our right to assign.
k. "Transfer" by franchisee-defined	Franchise Agreement Section 11.2	Transfer is the voluntary or involuntary, direct or indirect, sale, assignment, transfer, or other disposition of the franchise agreement, the Snowfruit Unit, or any rights granted to you, and include the sale of an interest in any entity that you use to operate the Snowfruit Unit.
l. Franchisor approval of transfer by franchisee	Franchise Agreement Section 11.3	You must provide notice to us regarding any proposed transfer, and we can approve, disapprove, or elect to become the transferee within 60 days of receipt of certain information unless otherwise extended.
m. Conditions for franchisor approval or transfer	Franchise Agreement Section 11.4	Any consent by us to a transfer will require at least the following: you to be fully compliant under the franchise agreement and all other related agreements and current in all payment obligations including with all suppliers/trade accounts; you will continue to comply with indemnity, insurance and noncompetition provisions after a transfer; you must provide all documentation requested by us and pay a transfer fee; the transferee must submit an application and meet our qualifications; the transferee must attend, pay for and complete to our satisfaction all required training, the transferee must timely obtain all required licenses and permits; the facility owner must consent; the transferee must assume all of your obligations and sign the current franchise agreement (but with the term capped at the length of your term); you must execute a general release; the transfer must comply with all laws; your right to receive payment from the transfer comes after our right to collect money owed by you to us; and, the transferee and principals, if any, must execute all documents required by us.
n. Franchisor's right of	Franchise Agreement	When you give notice to us regarding a proposed transfer,

Provision	Section in Franchise or other Agreement	Summary
first refusal to acquire franchisee's business	Section 11.3	we may elect to become the transferee within 60 days of receipt of certain information, unless otherwise extended.
o. Franchisor's option to purchase franchisee's business	Franchise Agreement Section 11.3	When you give notice to us regarding a proposed transfer, we may elect to become the transferee within 60 days, of receipt of certain information, unless otherwise extended. Otherwise, we have no option to buy your Snowfruit Unit.
p. Death or disability of franchisee	Franchise Agreement Section 14.5	Upon the death or permanent disability of any of your owners, the executor must transfer the owner's interest within 6 months. You must appoint an Acting Principal approved by us within 30 days from the death or permanent disability. If you are not able to immediately appoint an Acting Principal, we have the right, but not the obligation, to appoint a manager and charge a reasonable non-refundable fee for such management services.
q. Non-competition covenants during the term of the franchise	Franchise Agreement Sections 9.3; 15	During the term, you or any member of your immediate family cannot own or operate, accept employment, or hold an interest in any capacity for any quick service food business that serves fresh-cut fruit or related products in the United States. This restriction does not apply for ownership of securities traded or listed on a stock exchange that represents 1% or less of the same class of securities.
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement Section 15	After the term, you cannot own or operate, accept employment, or hold an interest in any capacity for any quick service food business that serves fresh-cut fruit or related products, within 5 miles of your former Snowfruit Unit or any franchisee or company operated Snowfruit location, for a period of 2 years.
s. Modification of agreement	Franchise Agreement Section 5.3, 6.5, 16.7 Purchase Agreement Section 7.5; Initial Training Agreement Section 3(g)	Modification requires both of us to sign in writing, but we can modify the Operating Manuals or make any changes to System in our discretion at any time. Modification requires both of us to sign in writing.
t. Integration/ merger clause	Franchise Agreement Section 16.7 Purchase Agreement Section 7.7	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement or made prior to the franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the representations made in the Franchise Disclosure Document, its exhibits and amendments. Only the terms of the purchase agreement are binding (subject to state law) regarding the purchase of the Snowfruit Unit, if you are buying an existing location. Any representations or promises outside of the agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the representations made in the Franchise Disclosure Document, its exhibits and amendments.

Provision	Section in Franchise or other Agreement	Summary
	Initial Training Agreement Section 3(g)	Only the terms of the agreement are binding and supersede and replace any prior or contemporaneous agreements. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the representations made in the Franchise Disclosure Document, its exhibits and amendments. The provisions of section 17(t) above are subject to state law.
u. Dispute resolution by arbitration or mediation	Franchise Agreement Section 16.12	We agree to use our best efforts to settle a dispute but if we cannot resolve the dispute within 30 days of notice of dispute, we will submit to non-binding mediation. If mediation is not successful in settling the entire dispute within 30 days after the conclusion of a mediation conference, binding arbitration is required under AAA rules for all unresolved issues. However, we are <u>not</u> required to mediate or arbitrate, and can file a lawsuit in federal court, for any claim arising from your alleged infringement of our intellectual property rights. Except with regard to any injunctive relief franchisor may seek, both parties agree to first make a good faith effort to settle any other disputes for 30 days before filing suit.
	Purchase Agreement Section 7.4	If we cannot resolve a dispute within 30 days of notice from the other party of a dispute, any unresolved disputes will be submitted to binding arbitration under AAA rules.
	Initial Training Agreement Section 3(c)	Disputes are not required to be mediated or arbitrated and can be brought in state or federal court sitting in the county of our principal place of business. The provisions of section 17(u) above are subject to state law.
v. Choice of forum	Franchise Agreement Section 16.12	Arbitration is required to be conducted in Harris County, Texas; any lawsuit for alleged infringement of our intellectual property rights is required to be litigated in a federal court sitting in Harris County, Texas.
	Purchase Agreement Section 7.4	Court of law in Harris County, Texas.
	Initial Training Agreement Section 3(b)	Venue of any action will be Harris County, Texas; arbitration is required to be conducted in Harris County, Texas. The provisions of section 17(v) above are subject to state law.
w. Choice of law	Franchise Agreement Section 16.12	Subject to state law, Texas law applies unless otherwise required by other state or federal laws; for any claim of infringement by you of our intellectual property rights, the United States Trademark (Lanham) Act applies.

Provision	Section in Franchise or other Agreement	Summary
	Purchase Agreement Section 7.4; Initial Training Agreement Section 3(b)	Texas law applies unless otherwise required by other state or federal laws.

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote the franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

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

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ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table 1 – Systemwide Outlet Summary for Years 2023 to 2025

The figures in Tables 1 through 4 for 2023 are for the fiscal year beginning November 28, 2022 and ending March 31, 2024. The figures in Tables 1 through 4 for 2024 are as of March 31, 2025, our most recent fiscal year end. The figures in Tables 1 through 4 for 2025 are for the period beginning April 1, 2025 and ending March 31, 2026.

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the year	Net Change
Franchised Outlets	2023	435	1032	597
	2024	1032	1156	124
	2025	1156	1019	-137
Company-Owned Outlets	2023	41	15	-26
	2024	15	25	10
	2025	25	29	4
Total Outlets	2023	476	1047	571
	2024	1047	1181	134
	2025	1181	1048	-133

Table 2 – Transfers of Outlets from Franchisees to New Owners 2023 to 2025

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

State	Year	Number of Transfers
Alabama	2023	0
	2024	5
	2025	5
Alaska	2023	0
	2024	6
	2025	1
Arizona	2023	0
	2024	2
	2025	3
Colorado	2023	22
	2024	17
	2025	20
Florida	2023	0
	2024	0
	2025	0
Georgia	2023	27
	2024	37

	2025	0
Idaho	2023	0
	2024	0
	2025	6
Illinois	2023	0
	2024	2
	2025	4
Indiana	2023	7
	2024	10
	2025	7
Kansas	2023	19
	2024	9
	2025	17
Kentucky	2023	28
	2024	26
	2025	30
Louisiana	2023	3
	2024	0
	2025	1
Michigan	2023	24
	2024	21
	2025	17
Missouri	2023	0
	2024	3
	2025	1
Nebraska	2023	0
	2024	4
	2025	0
Nevada	2023	0
	2024	1
	2025	4
Ohio	2023	56
	2024	49
	2025	57
Oregon	2023	0
	2024	0
	2025	1
Tennessee	2023	41
	2024	31
	2025	26
Texas	2023	80
	2024	51
	2025	49

Utah	2023	17
	2024	10
	2025	27
Virginia	2023	34
	2024	19
	2025	13
West Virginia	2023	6
	2024	3
	2025	9
Wisconsin	2023	0
	2024	6
	2025	13
Wyoming	2023	0
	2024	0
	2025	1
TOTAL	2023	364
	2024	312[1,3]
	2025	312[2,4]

Note 1 – Some of these transferors remained with JFE as a franchisee by operating a different location. For 58 out of 312 outlets which transferred ownership in 2024 (1 in Arizona, 2 in Colorado, 1 in Iowa, 1 in Idaho, 6 in Indiana, 2 in Kentucky, 1 in Michigan, 1 in North Carolina, 3 in Ohio, 3 in Tennessee, 6 in Texas, 10 in Utah, and 3 in Virginia), the transferors continue to operate at least 1 other outlet in the Snowfruit franchise system.

Note 2 – Some of these transferors remained with JFE as a franchisee by operating a different location. For 40 of the 312 outlets which transferred ownership in 2025 (1 in Alaska, 2 in Alabama, 1 in Arizona, 2 in Colorado, 9 in Georgia, 3 in Indiana, 1 in Kansas, 3 in Kentucky, 3 in Michigan, 1 in Nebraska, 10 in Ohio, 5 in Tennessee, 10 in Texas, 3 in Utah, 3 in Virginia, and 1 in West Virginia), the transferors continue to operate at least 1 other outlet in the Snowfruit franchise system.

Note 3 – There were 21 outlets (1 in Colorado, 2 in Georgia, 3 in Indiana, 1 in Kansas, 1 in Kentucky, 1 in Michigan, 1 in Missouri, 1 in Nebraska, 1 in Ohio, 1 in Tennessee, 5 in Texas, 2 in Virginia, and 1 in West Virginia) which changed ownership twice in 2024. These outlets were transferred the first time by sale to new franchisees. The second transfer was also by sale.

Note 4 – There were 19 outlets (1 in Arizona, 1 in Colorado, 1 in Illinois, 2 in Indiana, 2 in Kansas, 1 in Kentucky, 1 in Michigan, 2 in Ohio, 1 in Tennessee, 1 in Texas, 4 in Utah, and 2 in West Virginia) which changed ownership twice in 2025. These outlets were transferred the first time by sale to new franchisees. The second transfer was also by sale.

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Table 3 - Summary Status of Franchisee-Owned Outlets for Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by JFE	Ceased Operations-other	Outlets at the End of the Year
Alabama	2023	1	5	0	0	0	0	6
	2024	6	4	0	0	0	0	10
	2025	10	0	2	0	0	0	8
Alaska	2023	0	0	0	0	0	0	0
	2024	0	8	0	0	0	0	8
	2025	8	3	0	0	0	0	11
Arizona	2023	0	15	0	0	0	0	15
	2024	15	3	0	0	0	0	18
	2025	18	0	2	0	0	0	16
Colorado	2023	47	14	2	0	0	0	59
	2024	59	1	2	0	0	0	58
	2025	58	4	0	0	0	0	62
Florida	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Georgia	2023	40	114	2	0	0	0	152
	2024	152	0	1	0	0	0	151
	2025	151	0	150	0	0	0	1
Idaho	2023	1	0	0	0	0	0	1
	2024	1	10	1	0	0	0	10
	2025	10	1	1	0	0	0	10
Illinois	2023	0	2	0	0	0	0	2
	2024	2	3	0	0	0	0	5
	2025	5	4	2	0	0	0	7
Indiana	2023	0	12	0	0	0	0	12
	2024	12	4	0	0	0	0	16
	2025	16	1	0	0	0	0	17
Kansas	2023	16	24	0	0	0	0	40
	2024	40	1	1	0	0	0	40
	2025	40	2	1	0	0	1	40
Kentucky	2023	34	53	3	0	0	0	84
	2024	84	10	4	0	0	0	90
	2025	90	9	4	0	0	0	95
Louisiana	2023	2	3	0	0	0	0	5
	2024	5	2	1	0	0	0	6
	2025	6	1	1	0	0	0	6
Michigan	2023	0	71	6	0	0	0	65

	2024	65	3	4	0	0	0	64
	2025	64	2	3	0	0	0	63
Missouri	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Nebraska	2023	6	2	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Nevada	2023	0	10	0	0	0	0	10
	2024	10	0	2	0	0	0	8
	2025	8	3	2	0	0	0	9
Ohio	2023	49	125	0	0	0	0	174
	2024	174	13	3	0	0	0	184
	2025	184	5	3	0	0	0	186
Oregon	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	1	8	0	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	0	10	0	0	0	0
Tennessee	2023	38	40	1	0	0	0	77
	2024	77	4	3	0	0	0	78
	2025	78	3	1	0	0	0	80
Texas	2023	119	82	1	0	0	0	200
	2024	200	9	1	0	0	0	208
	2025	208	1	9	0	0	2	198
Utah	2023	33	9	2	0	0	0	40
	2024	40	6	2	0	0	0	44
	2025	44	2	1	0	0	0	45
Virginia	2023	40	16	2	0	0	0	54
	2024	54	7	1	0	0	0	60
	2025	60	0	1	0	0	1	58
Washington	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	0	0	0	0	0	3
West Virginia	2023	6	6	2	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	2	0	0	0	0	12
Wisconsin	2023	0	5	0	0	0	0	5
	2024	5	56	0	0	0	0	61
	2025	61	23	2	0	0	3	79
Wyoming	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1

	2025	1	0	0	0	0	0	1
All States	2023	435	619	22	0	0	0	1032
	2024	1032	150	26[1]	0	0	0	1156[1]
	2025	1156	66	196	0	0	7	1019[2]

Note 1 – In 2024, 4 franchised outlets (1 in Colorado, 1 in Georgia, 1 in Tennessee, and 1 in Texas) were terminated by the respective Store Owner and outlets were closed.

Note 2 – In 2025, 184 franchised outlets (2 in Alabama, 1 in Florida, 150 in Georgia, 8 in Texas, and 1 in Wisconsin) were terminated by the respective Store Owner and outlets were closed.

Note 3 – Snowfruit Express units are included in this Table 3.

Table 4 – Summary Status of JFE–Owned Outlets[1] for Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets sold to Franchisee	Outlets Closed	Outlets at the End of the Year
Alabama	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Colorado	2023	0	0	0	0	0	0
	2024	0	2	0	1	0	1
	2025	1	0	0	1	0	0
Georgia	2023	9	4	0	13	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Idaho	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	1	0	1	0	1
Illinois	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	5	0	0	0	5
Indiana	2023	4	0	0	0	0	4
	2024	4	0	0	4	0	0
	2025	0	0	0	0	0	0
Kentucky	2023	0	3	0	3	0	0
	2024	0	4	0	0	0	4
	2025	4	2	0	3	0	3
Kansas	2023	0	0	0	0	0	0
	2024	0	2	0	0	0	2
	2025	2	1	0	1	0	2
Louisiana	2023	0	0	0	0	0	0

	2024	0	1	0	0	0	1
	2025	1	1	0	1	0	1
Michigan	2023	15	9	0	22	0	2
	2024	2	1	0	2	0	1
	2025	1	3	0	1	0	3
Nevada	2023	0	0	0	0	0	0
	2024	0	2	0	0	0	2
	2025	2	0	0	1	0	1
Ohio	2023	0	0	0	0	0	0
	2024	0	5	0	0	0	5
	2025	5	2	0	2	0	5
South Carolina	2023	4	0	0	4	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Tennessee	2023	0	2	0	2	0	0
	2024	0	2	0	0	0	2
	2025	2	1	0	2	0	1
Texas	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
Utah	2023	0	5	0	5	0	0
	2024	0	3	0	0	0	3
	2025	3	0	0	0	0	3
Virginia	2023	6	4	0	4	0	6
	2024	6	1	0	6	0	1
	2025	1	1	0	0	0	2
West Virginia	2023	1	7	0	5	0	3
	2024	3	0	0	0	1	2
	2025	2	0	0	2	0	0
Wyoming	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Wisconsin	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
All States	2023	41	36	0	62	0	15
	2024	15	24	0	13	1	25
	2025	25	19	0	15	0	29

The remainder of this page is left blank intentionally.

Table 5 – Projected Openings as of March 31, 2026

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year1	Projected New Company-Owned Outlet in the Next Fiscal year
Alaska	0	0	0
Arizona	0	59	0
California	0	4	0
Colorado	0	6	0
Idaho	0	3	0
Illinois	0	3	0
Kansas	0	2	0
Kentucky	0	2	0
Louisiana	0	0	0
Michigan	0	1	0
Nebraska	0	1	0
Ohio	0	2	0
Oregon	0	0	0
Tennessee	0	1	0
Texas	0	1	0
Utah	0	1	0
Virginia	0	0	0
West Virginia	0	1	0
Wisconsin	0	5	0
TOTAL	**0**	**92**	**0**

Attached to this disclosure document as Exhibit F is a list, for the period beginning April 1, 2025 and ending March 31, 2026, of the names, addresses and telephone numbers of all (i) open and operating JFE Franchising, Inc. franchised Snowfruit outlets, and (ii) all franchisees who signed Franchised Agreements but not yet opened their outlets.

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- Attached to this disclosure document as Exhibit G is a list, for the period beginning April 1, 2025 and ending March 31, 2026, of the contact information of every franchisee that had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with us for the period beginning April 1, 2025 and ending March 31, 2026, or who have not communicated with us within the 10 weeks ending on the date of this disclosure document. In addition, Exhibit H contains this list of franchisees who transferred their franchises for the period beginning April 1, 2025 and ending March 31, 2026.

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

We will sign confidentiality clauses with our franchisees. In some instances, current and former

franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

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

The Snowfruit Franchise Advisory Council was created and is sponsored by us. You can reach the organization by contacting any of the following representatives:

Franchisee Name	Email
Hla Maung	hlamthein@gmail.com
Aaron Ngun Khal	aaronkhal80@gmail.com
Mouaz Mohi Chowdhury	krg018F754@snowfruitfranchisee.com
Hmun Kam	Lhmunkam@gmail.com
Chris Kim	topher.chriskim@gmail.com
Moe Eh Paw	Krg615f001@snowfruitfranchisee.com
Ramfangzaua Tuahzo	krg024f347@snowfruitfranchisee.com
Thant Zin Oo	rds534F121@snowfruitfranchisee.com
Malsawmthara	krg701F685@snowfruitfranchisee.com
Al Mawi	krg660F622@snowfruitfranchisee.com
Zo Pa Lain	jhonlian09@gmail.com
Van Lian Thang	vanthng7@gmail.com
Myint Myint Khaing	krg026F580@snowfruitfranchisee.com
Siang Tha Cung	siangthacung@gmail.com

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit I are our audited financial statements as of March 31, 2025, March 31, 2024, and November 27, 2022. Also attached as Exhibit I are our unaudited balance sheet and statement of income as of June 30, 2026.

Our fiscal year end is March 31. For 2022, our fiscal year end was the last Sunday in November. Therefore, our 2023 fiscal year began on November 28, 2022 and ended on March 31, 2024.

ITEM 22 CONTRACTS

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

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

Statement

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

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

ITEM 23 RECEIPT

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

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

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

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

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

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

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

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

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

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

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

North Dakota:
North Dakota Insurance and Securities Department
600 E. Boulevard Ave Dept. 401
Bismarck, ND 58505-0510
(701) 328-4712

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

North Dakota:
North Dakota Insurance and Securities Department
600 E. Boulevard Ave Dept. 401
Bismarck, ND 58505-0510
(701) 328-4712

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

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

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

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

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

EXHIBIT B
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT AND EXHIBITS (INCLUDING GENERAL RELEASE)

(Snowfruit)

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

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

RECITALS

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

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

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

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

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

1. Grant of Franchise.

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

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

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

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

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

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

2. Location.

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

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

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

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

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

3. Fees and Payments.

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

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

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

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

3.3 Compensation to Franchisee; Method of Payment. (i) all Gross Sales of the Snowfruit Unit will be made directly to the Store Owner under the System and recorded on the Store Owner's point of sale system or cash registers and reported by Store Owner to Franchisor; (ii) after Store Owner deducts a percentage (subject to periodic adjustment by Store Owner, but always varying between 15% and 35%) of Gross Sales ("Store Owner Compensation"), the remaining Gross Sales will be forwarded to Franchisor; (iii) Franchisor will then deduct the Franchisor Compensation under Section 3.2 of this Agreement; and (iv) no later than forty-five

(45) days of the receipt of sums from Store Owner, Franchisor will then remit to Franchisee (generally, on a weekly basis) as a "Weekly Franchisee Commission", the remainder of the Gross Sales after deducting outstanding payments, if any, due to Franchisor or its affiliates for the purchase of goods and/or services, including but not limited to food and inventory costs, freight, and equipment fees or for installments on a Promissory Note between Franchisor and Franchisee (such amounts will generally be deducted as a lump sum). Notwithstanding the foregoing, the first payment of Weekly Franchisee Commissions may be remitted to Franchisee up to eight (8) weeks after the Opening Date, or a longer time as such sums are held by the Store Owner. As soon as practicable, Franchisor will notify Franchisee by email or otherwise in writing of any periodic adjustments made by Store Owner to the Store Owner Compensation described in subparagraph 3.3(ii) above, or periodic adjustments made by Franchisor to the Franchisor Compensation described in subparagraph 3.2 above. Franchisor reserves the right to modify and alter the method of payment described herein at any time. Notwithstanding anything to the contrary, Franchisor's sole obligation will be to remit to Franchisee the agreed upon portion (as set forth in this Agreement) of Weekly Franchisee Commissions based on the actual amounts received from Store Owner by Franchisor.

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

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

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

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

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

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

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

3.11 Store Owner Resolution Fee. If the Store Owner contacts Franchisor to lodge a complaint, Franchisor reserves the right to address the complaint in order to preserve goodwill and prevent damage to the brand. Franchisee shall pay Franchisor Five Hundred Dollars ($500.00) for each complaint ("Store Owner Resolution Fee") to compensate Franchisor for its administrative costs in responding to the complaint.

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

3.13 Management Fee. If Franchisor determines in its sole discretion that Franchisor is required to temporarily operate the Snowfruit Unit in order to remedy a breach of this Agreement, default under the Operating Manuals, and/or a suspected health violation, Franchisee will pay a management fee of $500 per person (of Franchisor personnel) per day, for as long as may be reasonably required by Franchisor.

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

3.15 Early Termination Fee. Notwithstanding any other rights and remedies available to Franchisor, in the event: (i) Franchisee ceases operations of the Snowfruit Unit, (ii) Franchisee abandons the Location, or (iii) this Agreement or any addendum thereto is terminated for cause before the end of the Agreement, Franchisor will have the right to assess an early termination fee of $10,000 for each location, plus any additional costs and expenses incurred by Franchisor in connection with the termination. Franchisor's assessment of this early termination fee will not constitute a waiver of any other rights, and nothing contained herein will be construed to impair or to restrict Franchisor's right and remedies or to preclude any procedures or process otherwise available to Franchisor.

3.16 Technology Fee. Franchisor reserves the right to charge you a technology fee ("Technology Fee" of up to One Hundred Dollars ($100.00) per month ("Maximum Technology Fee"). Franchisor reserves the right to increase the Maximum Technology Fee by ten percent (10%) per year. Franchisor reserves the right to determine how and for what purposes the

technology fees will be used, which may include covering Franchisor's costs or paying fees to third party providers for technology development, maintenance, and usage for the franchise system, and subscription and license fees paid by Franchisor in order for franchisees to have access to and use certain technology tools. The Technology Fee shall be paid at times, in the manner, and in amounts as Franchisor designates. Franchisor will give Franchisee at least sixty (60) days written notice before increasing or decreasing the Technology Fee or in imposing an annual increase in the Maximum Technology Fee.

3.17 Ongoing Training Fee. Franchisor reserves the right to charge you a monthly fee, not to exceed Fifty Dollars ($50.00) per month, for your use of a mobile application for ongoing supplemental training. The Ongoing Training Fee shall be paid at times, in the manner, and in amounts as Franchisor designates. Franchisor will give Franchisee at least sixty (60) days written notice before increasing or decreasing the Ongoing Training Fee.

4. Term.

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

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

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

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

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

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

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

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

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

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

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

(j) Franchisee has paid a non-refundable successor franchise fee equal to twenty percent (20%) of the initial franchise fee that Franchisor is then charging for a new franchise in the state where the Snowfruit Unit is located ("Successor Franchise Fee") (Franchisor may charge a lower successor franchise fee, provided that such adjustment will be equally applied to all similarly situated Snowfruit franchisees). Notwithstanding the foregoing, in no event shall the Successor Franchise Fee be greater than Ten Thousand Dollars ($10,000.00).

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

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

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

5. Franchisor Obligations.

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

and refrigeration (including adequate space in Store Owner's refrigerator/freezer) to store fresh ingredients as necessary to operate the Snowfruit Unit.

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

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

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

Manuals that are maintained in a tangible media is lost or destroyed for any reason. In that event, the Lost Manual Fee will be charged.

5.4 Opening Assistance. At Franchisee's request and if requested by Franchisee prior to the Opening Date, Franchisor will send one or more individuals to assist in opening the Snowfruit Unit for a total of one (1) day on or around the Opening Date at Franchisor's cost, provided however, that Franchisee will be responsible for reimbursing it for any and all costs incurred as a result of Franchisee's failure to meet with Franchisor on the date scheduled. If Franchisee requests more than one (1) day of assistance, Franchisee will pay the per diem onsite assistance fee of Five Hundred Dollars ($500) per trainer per day, including all costs of travel, meals, lodging and incidental expenses of Franchisor's personnel.

5.5 Operating and Ongoing Assistance. In addition to the Operating Manuals, Franchisor will furnish such other guidance and operating assistance to Franchisee as Franchisor considers appropriate in its sole discretion. This guidance and operating assistance may come in the form of bulletins or other written materials, telephonic consultations, and consultations at the offices of Franchisor or at Snowfruit Unit (the latter may be provided in conjunction with an inspection of Snowfruit Unit). Franchisor's operating assistance may consist of guidance with respect to (i) methods and operating procedures utilized under the System, (ii) preparation, purchasing of ingredients, and marketing of fresh-cut fruit and vegetables and related products as well as other approved products, materials, and supplies, and (iii) the establishment and maintenance of administrative, sales, and general operating procedures for the proper operation of a Snowfruit Unit.

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

6. Franchisee Obligations.

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

6.2 Management of Snowfruit Unit. Franchisee's Acting Principal agrees to serve as the manager of the Snowfruit Unit, or to appoint and authorize another duly qualified individual to serve as manager. Appointment of any other individual as manager will be subject to such individual's satisfactory completion of any training requirements imposed by Franchisor. In the event the Snowfruit Unit is operated by an authorized manager, Franchisee will still be required to be personally and actively involved in operations and remain fully responsible for the Snowfruit Unit. In addition, Franchisee or any other manager must pass or have passed any governmental

certification exams required by Franchisor or by law, to qualify for appointment as manager of Franchisee's Snowfruit Unit. The manager will assume full responsibility for the day to day operations of the Snowfruit Unit and for compliance with the terms of this Agreement. Upon the death, disability or termination of employment of the manager, Franchisee or its principal will personally and actively participate in the direct day to day operation of Snowfruit Unit until a duly qualified successor manager is appointed. Any successor manager must complete Franchisor's initial training program to Franchisor's satisfaction and must pass or have passed all certification exams required.

6.3 Training. Prior to the Opening Date, Franchisee (or its principal) and its proposed manager personnel, if any, will have attended the initial training required by Franchisor for the full number of scheduled days and successfully completed it to Franchisor's satisfaction. In addition, any employees who will prepare or handle food items must attend and successfully complete our training program. Franchisee will be required to pay the initial training fee for attendance at all training, as set forth in the Initial Training Agreement. If Franchisee has previously owned, operated and/or served as a manager for a Snowfruit Unit within the two (2) years preceding the date of this Agreement, Franchisor may waive the training requirement. Any new proposed manager of the Snowfruit Unit will also be required to attend and complete the Initial Training Program to Franchisor's satisfaction, for a training fee of $500 per person. If during any training program Franchisor determines that any proposed manager is not qualified to manage the Snowfruit Unit, Franchisor will notify Franchisee and Franchisee may select and enroll a substitute manager in the training program. All training fees for any program will be nonrefundable. Franchisee and each of its employees will also be required to complete all training on food preparation and handling in accordance with the standards required by law. Franchisee and any managers or employees will also attend and complete all other refresher, remedial, and supplemental training or other training programs as may be required by Franchisor or Store Owner from time to time, or as required by applicable law. All training will be furnished at a place and time designated by Franchisor, and Franchisee will be responsible for an additional, remedial, or refresher training fee of $500 per person per day, plus all travel, meals, lodging, employee compensation, and all other expenses incurred in connection with attendance at any training meetings by Franchisee and its employees, whether before or after the Opening Date.

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

duties, Franchisee's failure to abide by Franchisor's standards of quality and performance will not only constitute a breach of this Agreement, but infringement of the Snowfruit Marks.

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

6.6 Compliance with Store Owner Rules, Procedures and Food Safety Requirements. Franchisee agrees at all times to comply with all rules, procedures and food safety requirements of Store Owner. Store Owner may conduct, or engage third parties to conduct, food safety or other types of audits and inspections at any time, and without notice. Franchisee will promptly remedy any deficiencies or non-compliance discovered by such audit or inspection. Franchisee will be responsible in the event that Franchisor's right to franchise the System at the Location is terminated due to any action by Franchisee.

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

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

(1) Franchisee will submit a written request to Franchisor for approval of the supplier or product;

(2) The supplier will demonstrate to Franchisor reasonable satisfaction that the proposed supplier and products meet Franchisor specifications for such products;

(3) The supplier will demonstrate to Franchisor's reasonable satisfaction that the supplier is of good standing in the business community with respect to its financial capabilities and the reliability of its products and services, and that it otherwise satisfies Franchisor's standards of quality, consistency, reliability, financial capability, production capacity, labor relations and customer relations, and

(4) Franchisee will pay Franchisor a fee of $1,000, per item plus all expenses incurred by Franchisor for investigating the new supplier or product, including all laboratory testing costs.

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

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

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

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

(a) Sales. Franchisee will (i) offer for sale, and sell, only the specific foods, menu items, and products and other goods and services designated by Franchisor, (ii) label and identify all items offered for sale by the specific name designation given to them by Franchisor,

and (iii) use only the equipment, supplies, utensils, materials, signs, menus and packaging prescribed by Franchisor or, if applicable, which conform to Franchisor's specifications and standards. All specifications will be set forth in the Operating Manuals or otherwise communicated to Franchisee and may be revised by Franchisor as frequently as Franchisor deems necessary in its sole discretion to promote the System and respond to competitive and marketplace changes.

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

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

(d) Standards of Service. Franchisee must at all times give prompt, courteous and efficient service to its customers. The Snowfruit Unit must, in all dealings with its customers and suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. At all times on and after the Opening Date, the Snowfruit Unit must be under the direct supervision of at least one authorized manager.

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

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

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

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

(i) Compliance. Franchisee will at all times keep the Snowfruit Unit and the surrounding area in the highest degree of cleanliness, tidiness and sanitation, and will comply with the requirements of the Operating Manuals, this Agreement, Store Owner, and any and all

applicable federal and state laws regarding the maintenance of the Snowfruit Unit. Franchisee will immediately comply with all requirements of federal, state and local laws and all applicable orders and regulations of state and local health and safety administrations.

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

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

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

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

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

(o) Communication. Franchisee shall promptly, fully, and in good faith, acknowledge, respond to, cooperate and comply with all communications, determinations, approvals or disapprovals, directives, notices, requests and correspondence from Franchisor and in connection with Franchisor providing additional operations assistance as set forth in in this Section 6.11, as Franchisor may initiate from time to time, in any format designated by Franchisor, including whether in written, electronic or oral mediums, or in-person meetings. Franchisee shall not engage in any conduct that disrupts or interferes with the operation or administration of the System, including during training programs, meetings or conferences held by Franchisor and attended by other franchisees or on Franchisor's intranet for use by franchisees.

(p) Prohibited Conduct. Franchisee shall at all times conduct itself in a professional and businesslike manner in its dealing with Franchisor and its representatives, other franchisees, customers, vendors, and the public and shall refrain from engaging in any Prohibited Conduct. Franchisee shall ensure that its owners, shareholders, members, officers, directors, employees, agents, contractors, and representatives comply with this requirement. "Prohibited Conduct" as used herein shall mean any conduct by a Franchisee or its owners, shareholders, members, officers, directors, managers, employees, agents, contractors, or representatives that is combative, abusive, threatening, harassing, coercive, discriminatory, or otherwise inappropriate, including the use of profane, offensive, or abusive language, or that, in the Franchisor's reasonable judgment, is detrimental to the System, the Marks, the Franchisor, or the franchise network.

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

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

6.14 Compliance with Laws. Franchisee will at all times operate the Snowfruit Unit in strict compliance with all applicable local, state and federal laws, codes and regulations. Franchisee will be solely responsible for obtaining, at Franchisee's expense, all appropriate governmental approvals, licenses, permits and other permissions required in connection with this Agreement and any transactions or business contemplated by it, including but not limited to, the operation of the Snowfruit Unit. Franchisee will provide copies of all such approvals, licenses, permits and other permissions to Franchisor within seven (7) days of Franchisor's request. Franchisee shall prominently display all such approvals, licenses, permits and other permissions as required by applicable law. Franchisee represents and warrants to Franchisor that none of Franchisee, any principal or executive officer of Franchisee, or any of their respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control. Further, Franchisee represents and warrants that neither Franchisee nor any such person referred to above has violated, and no such person will violate, any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act, U.S. Executive Order 13244 or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee will immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

6.15 Store Owner's Rules re Immigration Law Compliance. Franchisee shall comply with the rules, policies and guidelines of the Store Owner and sign any code of conduct or

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

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

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

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

6.19 Third Party Delivery Services. A "Third Party Delivery Service" is a company or business through which customers purchase menu items from Franchisee's Snowfruit Unit, that delivers said menu items to the customer at a location other than the Store where Franchisee's Snowfruit Unit is located. Franchisee agrees to fill orders placed by customers through all Third Party Delivery Services that the Store Owner has approved. Such orders will be placed through Franchisee's tablet machine or such other equipment designated by Franchisor.

7. Books and Records.

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

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

8. Other Covenants.

8.1 Inspections. In addition to Franchisor's audit rights described in this Agreement, Franchisee expressly authorizes Franchisor and its representatives or agents, at any reasonable time, and without prior notice to Franchisee, to enter the Location and conduct regular inspections of the Snowfruit Unit and Franchisee's methods of operation, including without limitation, use of mystery shoppers, to observe and conduct discussions with Franchisee's employees, observe customer interaction and services, and review Franchisee's books and records (including, without limitation, data stored on Franchisee's operational records) in order to verify compliance with this Agreement and the Operating Manuals. Franchisee shall obtain all software and hardware, including digital still and video cameras, as Franchisor may require to enable Franchisee to send and receive e-mail and digital photos and streaming video or other multimedia signals and information to and from the Snowfruit Unit, and Franchisee shall, from time to time, upon Franchisor's request transmit digital photos and real time video and audio signals of the Snowfruit Unit to Franchisor in the frequency requested by Franchisor (maybe daily), and in the form and manner reasonably required by Franchisor. To enable Franchisor and its representatives to conduct inspections, Franchisee will, as requested, provide free of charge reasonable quantities of ingredients, foods, beverages, inventory, and other samples for inspection and evaluation purposes to make certain that the items conform with Franchisor's then-current standards. If Franchisor determines in its sole discretion that a laboratory test is required to test the quality, safety and

freshness of the products sold at the Snowfruit Unit, Franchisor will have the right to assess a testing fee of up to $1,000 for each sample tested. Franchisee will cooperate fully with Franchisor's inspections and promptly cure all violations of specifications and operating procedures of which Franchisee is notified either orally or in writing.

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

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

9. Confidential Information.

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

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

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

9.4 Nondisclosure and Obligation of Confidentiality. Franchisee acknowledges and agrees that Franchisee may use the Confidential Information for the sole purpose of operating the Snowfruit Unit pursuant to this Franchise Agreement. Franchisee covenants that Franchisee (a)

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

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

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

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

10. System and Snowfruit Marks.

10.1 Snowfruit Marks. Franchisor owns or has the right to use and license the System and all of the commercial trade names, trademarks, service marks and other commercial symbols,

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

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

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

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

10.5 Registration. Franchisor will have the sole right to take such action as it deems appropriate to obtain trademark registration for any of the Snowfruit Marks. Franchisee will

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

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

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

11. Transfer.

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

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

assets. Franchisor's consent to a Transfer, if any, is not a representation of the fairness of the terms of any contract between Franchisee and a transferee, a guarantee of the Snowfruit Unit's or transferee's prospects for success, or a waiver of any claims that Franchisor or its affiliates may have against Franchisee or any guarantor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) at Franchisor's option, the transferee signs: (1) Franchisor's then-current form of franchise agreement, the terms of which may differ materially from this Agreement, provided however, that the term of the new franchise agreement will be equal to the remaining term under this Agreement and the Extension Term if the time to exercise such option has not

expired when Franchisee requests consent to complete the Transfer, or (2) Franchisor's then-current form of franchise agreement for a full term and pays Franchisor's then-current initial franchise fee; and

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

12. Termination.

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

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

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

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

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

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

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

(f) Franchisee fails or refuses to submit any report or financial statement, or return the JFE Operating Manual or SOP Manual as requested, on or before the date due, and

should the default continue for a period of 5 days after written notice of default is given by Franchisor to Franchisee;

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

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

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

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

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

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

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

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

(o) Franchisee, or any officer, director, shareholder, member, manager, agent or employee of Franchisee, is convicted of or pleads no contest to a felony charge or engages in any conduct or practice that, in Franchisor's reasonable opinion, reflects unfavorably upon or is detrimental or harmful to: (i) the Franchisor's relationship with the Store Owner (including the use

of any of Store Owner's products without payment), or (ii) the Franchisor's good name, goodwill or reputation of Franchisor;

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

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

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

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

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

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

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

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

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

(y) Franchisee engages in Prohibited Conduct in violation of this Agreement for a second time after receiving written notice of the first violation.

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

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

12.4 Effects of Termination. Upon termination or expiration of the franchise, Franchisee's right and privilege to use the Snowfruit Marks, Franchisor's trade secrets, all components of the System and the Operating Manuals will absolutely and unconditionally cease. Upon termination or expiration of the franchise, Franchisee will immediately (i) cease operations of the Snowfruit Unit, (ii) discontinue use of the Snowfruit Marks, Franchisor's trade secrets, the

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

13. Indemnity and Insurance.

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

13.2 Insurance.

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

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

(c) All insurance policies must be issued by an insurance carrier or insurance carriers acceptable to Franchisor and must name Franchisor as an additional insured, must contain a waiver of the insurance company's right of subrogation against Franchisor, and must provide that Franchisor will receive 30 days' prior written notice of termination, expiration, or cancellation of the policy. Franchisor may reasonably increase the minimum liability protection requirement annually and require at any time on reasonable prior notice to Franchisee different or additional kinds of insurance to reflect inflation, changes in standards of liability, or higher damage awards in public, product, or motor vehicle liability litigation or other relevant changes in circumstances. Franchisee will submit to Franchisor upon request a copy of the certificate of or other evidence of the renewal or extension of each insurance policy. Franchisee's obligations to obtain and maintain the insurance described are not limited in any way by reason of any insurance maintained by Franchisor, nor does Franchisee's performance of obligations relieve Franchisee of any indemnification obligations under Section 13.1 of this Agreement.

14. Use of Entity.

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

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

14.3 Acting Principal; Full-Time Manager. Franchisee shall designate one owner of the entity having majority interest who will be the Acting Principal ("Acting Principal"). The Acting Principal must successfully complete Franchisor's initial training program. Franchisee shall give Franchisor immediate notice of any change in the Acting Principal and must arrange for the new Acting Principal to attend Franchisor's initial training program. The Acting Principal may also be the full-time manager providing the direct full-time on-site supervision of the operation of the

franchised business. The franchised business must at all times be under the direct, day-to-day, full-time supervision of Franchisee's Acting Principal or a full-time manager that has completed Franchisor's initial training program to Franchisor's satisfaction. Even if Franchisee designates a full-time manager, Franchisee's Acting Principal must personally and actively participate in the direct operation of the franchised business.

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

14.5 Death or Disability of Franchisee. Upon the death or permanent disability of any of Franchisee's owners, the executor or other personal representative of such person must transfer such person's interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a person approved by Franchisor. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to all the terms and conditions for assignments and transfers contained in Sections 11.2, 11.3, and 11.4. Failure to transfer such interest within the required period of time will constitute grounds for termination under Section 12.2. Prior to such transfer, the executor or other personal representative of such person, or the remaining owners, must appoint a replacement Acting Principal or a full-time manager within a reasonable time, not to exceed thirty (30) days from the date of death or permanent disability. The appointment of this manager is subject to Franchisor's prior written approval. If the franchised business is not being managed by an Acting Principal or full-time manager approved by Franchisor following the death or permanent disability, Franchisor is authorized, but Franchisor is not required, to immediately appoint a manager to maintain the operations of the franchised business. Franchisor's appointment of a manager for the franchised business will not relieve Franchisee of its obligations under this Agreement, and Franchisor will not be liable for any debts, losses, costs or expenses incurred in the operation of Franchisee's franchised business or to any of Franchisee's creditors for any products, materials, supplies or services purchased by Franchisee's franchised business during any period in which it is managed by the manager appointed by Franchisor. Franchisor has the right to charge a non-refundable fee for such management services of Five Hundred Dollars ($500.00) per representative per day and to cease providing such management services at any time.

15. Covenant Against Competition.

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

(b) During the term of the franchise, this covenant not to compete will apply anywhere in the United States; for the two-year period after the franchise expires or is terminated, the covenant will apply within 5 miles of the Snowfruit Unit and within 5 miles of each other Franchisor-owned or franchised Snowfruit Unit then operating or under development. For

purposes of calculating the duration of the two-year period, any time during which Franchisee or its principals are in violation or breach of the covenant will be excluded.

(c) Franchisee and its principals acknowledge that their covenant not to compete is reasonable and necessary to protect the business and goodwill of the System and to avoid misappropriation or other unauthorized use of the System and Franchisor's other trade secrets. Franchisee and its principals acknowledge and confirm that they possess the education, training and experience necessary to earn a reasonable livelihood apart from operating a business that serves fresh-cut fruit and vegetables as its principal product.

16. Miscellaneous.

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

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

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

out of Franchisee's operation of the Snowfruit Unit or Franchisee's conduct of business pursuant to this Agreement.

16.4 Waiver. Any waiver granted by Franchisor to Franchisee excusing or reducing any obligation or restriction imposed under this Agreement will be in writing and will be effective upon delivery of such writing by Franchisor to Franchisee or upon such other effective date as specified in the writing, and only to the extent specifically allowed in such writing, No waiver granted by Franchisor, and no action taken by Franchisor, with respect to any third party will limit Franchisor's sole discretion to take action of any kind, or not to take action, with respect to Franchisee. Any waiver granted by Franchisor to Franchisee will be without prejudice to any other rights Franchisor may have. The rights and remedies granted to Franchisor are cumulative, and no delay on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude Franchisor from fully exercising such right or remedy or any other right or remedy Franchisor's acceptance of any payments made by Franchisee after a breach of this Agreement will not be, nor be construed as, a waiver by Franchisor of any breach by Franchisee of any term, covenant or condition of this Agreement.

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

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

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

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

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

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

16.11 Force Majeure. In the event that either party is delayed or hindered in the performance of any obligation hereunder by reason of any cause beyond that party's reasonable control, then performance of such obligation will be excused for the period of the delay and the period for performance of any such obligation will be extended for a period equivalent to the period of such delay; provided, however, that any such extension will not exceed ninety (90) calendar days. The provisions of this Section will not operate to excuse either party from the prompt payment of any amounts due and owing to the other party pursuant to the provisions of this Agreement.

16.12 Governing Law; Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

16.19 Franchisor's Right to Vary Terms and Standards. Because complete and detailed uniformity under many varying conditions might not be possible or practical, Franchisee acknowledges that Franchisor specifically reserves the right and privilege, as Franchisor considers to be best, to vary terms and standards for any franchise owner based upon the peculiarities of any

condition that Franchisor considers important to that franchise owner's successful operation. Franchisee has no right to require Franchisor to grant Franchisee a similar variation or accommodation.

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

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

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

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

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

FRANCHISEE	**JFE FRANCHISING, INC.**
By:	By:
_____	_____
Name:	Name:
Title:	Title:

Exhibits:

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

EXHIBIT A to Franchise Agreement
BASIC INFORMATION

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

   _____

   _____

   _____

   Store Owner: _____

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

   _____

   _____

   _____

3. **Initial Term**: _____

4. **Initial Franchise Fee**. _____

   Initial one below:

   _____ **FRANCHISEE AGREES TO PAY THE INITIAL FRANCHISE FEE IN A LUMP SUM UPON SIGNING THIS EXHIBIT A**

   OR

   _____ **FRANCHISOR AGREES TO WAIVE THE INITIAL FRANCHISE FEE**

   OR

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

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

5. **Snowfruit Unit Type**: _____

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

7. **Successor Franchise Fee (applicable only if Franchisee is signing a Successor Franchise**

Agreement): _____

Initial (if applicable):

_____ **FRANCHISEE AGREES TO PAY THE SUCCESSOR FRANCHISE FEE IN A LUMP SUM UPON SIGNING THIS EXHIBIT A.**

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

FRANCHISEE	**JFE FRANCHISING, INC.**
By:	
_____	By:
Name:	_____
Title:	Name:
	Title:

EXHIBIT A-1 to Franchise Agreement
BUSINESS ENTITY INFORMATION

1. **Form of Franchisee**.

__ Corporation
__ Limited Liability Company
__ Other, Specify _____

2. **Business Entity**.

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

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

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

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

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

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

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

FRANCHISEE
PRINCIPALS

_____
Name:

Title:

_____
Name:

Title:

JFE FRANCHISING, INC.

By:

Name:

Title:

EXHIBIT B to Franchise Agreement
GUARANTY

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

1. Guarantor, jointly and severally, unconditionally, absolutely and irrevocably guarantees and promises to perform, discharge and pay to Company, its representatives, successors and assigns or any transferee of this Guaranty, on demand, in lawful money of the United States of America and in immediately available funds, any and all obligations (the "Guaranteed Obligations") of Franchisee to Company under the Documents. Guarantor agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the noncompetition, confidentiality, transfer, and arbitration requirements. Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection, and is not conditional or contingent upon the genuineness, validity, regularity or enforceability of any underlying agreements or related documents or other instruments relating to the obligations hereby guaranteed or the pursuit by Company of any remedies which it may now have or may hereafter have with respect thereto.

2. This Guaranty is a continuing guaranty of the Guaranteed Obligations, including any and all Guaranteed Obligations which are renewed, extended, compromised, refinanced or restructured from time to time. This Guaranty will remain effective until the Guaranteed Obligations have been fully paid, performed and discharged, and Company has given written notice of that fact to Guarantor.

3. Each Guarantor represents that he or she owns an equity or beneficial interest in Franchisee and that he or she is receiving consideration from the Guaranteed Obligations that is a material, direct benefit to such Guarantor. Each Guarantor consents and agrees that: (1) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors.

4. Guarantor agrees that it is directly and primarily liable to Company, that their obligations hereunder are independent of the Guaranteed Obligations and that a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Franchisee or whether Franchisee is joined in any such action or actions. Guarantor agrees that any releases which may be given by Company to Franchisee or any other guarantor or endorser will not release Guarantor from this Guaranty.

5. In addition to the payment of expenses, Guarantor agrees to indemnify, defend, exonerate, pay and hold Company and the partners, officers, directors, employees, agents and attorneys of Company, and officers, directors, employees, agents and attorneys of Company's affiliates (the "Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel to Company and expert witness fees and disbursements) for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee will be designated a party thereto, that may be imposed on,

incurred by or asserted against any such Indemnitee, in any manner relating to or arising out of or in connection with this Guaranty (the "Indemnified Liabilities"). Notwithstanding the foregoing, Indemnified Liabilities will not include liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, costs, expenses and disbursements to the extent caused by or resulting from the willful misconduct or gross negligence of any Indemnitee.

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

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

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

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

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

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

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

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

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

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

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

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

any security interests, liens or encumbrances granted to Franchisee by Company or any other party on account of the Guaranteed Obligations.

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

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

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

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

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

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

17. Each Guarantor agrees that this Guaranty is to be performed by Guarantor in Houston, Harris County, Texas, that this Guaranty will be deemed to be a contract made under the laws of Texas and that this Guaranty and the rights of the parties hereto will be governed by, interpreted in accordance with, and enforced under Texas law. In the event that Company should institute any suit against Guarantor for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of

Company hereunder, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Company in enforcing this Guaranty or in any action or proceeding arising out of, or relating to this Guaranty.

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

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

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

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

If to Guarantor: _____
_____
_____

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

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

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

23. Guarantor hereby represents and warrants to Company that (a) Guarantor has the requisite power and authority to execute and deliver this Guaranty; (b) Guarantor’s execution, delivery and performance of this Guaranty will not violate any law, rule, regulation or judgment applicable to or agreement binding upon Guarantor; and (c) this Guaranty constitutes Guarantor’s legal, valid and binding obligation enforceable in

accordance with its terms. Guarantor agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Guaranty.

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

GUARANTOR SIGNATURES

[For each Guarantor:]

Signature: _____
Name Printed: _____
Street Address: _____
Telephone Number: _____
% of Ownership Interest: _____

EXHIBIT C to Franchise Agreement
Form of
EMPLOYEE CONFIDENTIALITY AGREEMENT

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

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

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

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

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

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

2. Acknowledgment of Confidentiality. Employee acknowledges and agrees that during the term of employment, Employee will be exposed to, have access to, and become acquainted with such Confidential Information, whether inherently as a function of providing duties in the course of employment, incidentally, or otherwise. Prior to employment, Employee acknowledges that he or she had no experience or information regarding the operations of a Snowfruit Unit. Employee's knowledge of the Confidential Information was obtained solely through Employer during the course of employment. Employee understands and agrees that all Confidential Information disclosed or exposed to Employee, or which comes into Employee's possession, is the sole and exclusive property of Franchisor. Employee agrees that Employee has a duty to maintain the Confidential Information as confidential and secret during and after Employee's employment with Employer and during and after the term of employment with Employer. Employee further understands and acknowledges that if any Confidential Information becomes available to third parties, Employer and/or Franchisor will be adversely affected and suffer damages.

3. Nondisclosure and Obligation of Confidentiality. Employee may use Confidential Information for the sole purpose of performing Employee's duties in the course of employment or providing the services on behalf of Employer and will not utilize the Confidential Information beyond or outside such employment without first having obtained the written consent of Employer. Employee covenants that Employee (a) will not use the Confidential Information in any other business or capacity, (b) will maintain the absolute confidentiality of

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

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

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

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

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

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

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

Employee	[Employer]
_____	_____
Name (print):	By: Its:

EXHIBIT D to Franchise Agreement
GENERAL RELEASE

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

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

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

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

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

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

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

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

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

7. Miscellaneous

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

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

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

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

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

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

RELEASOR:

_____

ACCEPTED AND AGREED:

JFE Franchising, Inc., a Texas corporation

By: _____

Name:
Title:

EXHIBIT E to Franchise Agreement
PROMISSORY NOTE

$_____ Date: _____

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows.]

Maker	Maker
(PLEASE PRINT NAME)	**(PLEASE PRINT NAME)**
Maker	Maker
(PLEASE PRINT NAME)	**(PLEASE PRINT NAME)**

EXHIBIT C
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

INITIAL TRAINING AGREEMENT

INITIAL TRAINING AGREEMENT

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

RECITALS

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

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

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

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

1. Training.

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

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

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

Franchisor is not responsible for any personal injury, damage, or loss to Trainee incurred during any training program, and Trainee agrees to indemnify and hold Franchisor harmless from any claims or actions arising out of the negligent acts, omissions, or willful misconduct of Trainee during the training program. Franchisor does not warrant that the training will meet Trainee's expectations, needs or requirements.

2. Confidential Information.

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

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

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

3. General.

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

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

(c) Arbitration. Except as provided in Section 2.3 of this Agreement, if the parties cannot resolve and settle a dispute arising under or in relation to this Agreement by private negotiation

within 30 days after one party gives the other written notice, the parties mutually agree to submit and resolve all issues involved in the dispute to binding arbitration. Arbitration will be instituted before the American Arbitration Association ("AAA") in Harris County, Texas, before a single arbitrator. In no event will the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations. AAA will provide the parties with a list of at least three (3) neutral arbitrators from which the parties will select the arbitrator. Should the parties fail to agree upon and select an arbitrator therefrom, AAA will make the selection from said list. Each party shall, however, be given the right of one (1) peremptory challenge. Arbitration will be held and conducted before the one (1) selected arbitrator, whose decision will be final and binding on the parties. Any such arbitration proceeding will be completed expeditiously and without undue delay or expense, and the arbitrator will be directed to follow the terms of this Agreement in any arbitration proceeding. The costs and fees of the arbitrator will be borne equally by the parties. The losing party, as determined by the arbitrator, will pay the prevailing party's reasonable attorneys' fees. The arbitrator's award will be final and binding on all parties, and neither party will have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by law.

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

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

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

(g) Entire Agreement. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

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

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

(j) Force Majeure. In the event that either party is delayed or hindered in the performance of any obligation hereunder by reason of any cause beyond that party's reasonable control,

then performance of such obligation will be excused for the period of the delay and the period for performance of any such obligation will be extended for a period equivalent to the period of such delay; provided, however, that any such extension will not exceed thirty (30) calendar days. The provisions of

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

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

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

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

Trainee

_____

Name (print):

JFE FRANCHISING, INC.

_____

By:
Its:

EXHIBIT D
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
PURCHASE AGREEMENT AND EXHIBITS

PURCHASE AGREEMENT

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

RECITALS

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

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

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

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

Article 1.
Asset Sale and Purchase Transaction

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

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

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

connection with the sale and conveyance of the Assets, and Buyer will pay its

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

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

Article 2.
Closing

2.1 Closing. The closing of the sale and transfer of the Assets (the **"Closing"**) and the consummation of the other transactions contemplated by this Agreement shall take place on or before _____ (the **"Closing Date"**) provided, however, that the Closing Date may be any other date that is mutually agreed upon in writing by Buyer and Seller. The Closing shall be deemed to be effective for tax, financial and accounting purposes as of 5:00 P.M. (PST) on the Closing Date.

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

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

Article 3.
Seller's Representations and Warranties

Seller warrants to Buyer as follows:

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

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

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

Article 4.
Representations and Warranties of Buyer

Buyer represents and warrants to Seller as follows:

4.1 Due Organization. Buyer represents and warrants to Seller that Buyer is a

_____ duly organized and existing under the laws of the State of _____, is

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

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

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

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

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

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

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

Article 5.
Covenants

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

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

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

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

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

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

Article 6
Survival of Representations, Warranties and Covenants; Indemnification.

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

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

Article 7
Miscellaneous

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

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

(i) if to Buyer:

(ii) if to Seller:

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

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

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

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

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

7.7 Entire Agreement; No Third-Party Beneficiaries. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

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

7.9 Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable legal requirement in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not

affected in any manner materially adverse to any party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

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

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

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

Seller

By: _____ Name:
Title: _____

Buyer

By: _____ Name:
Title: _____

Exhibit A to Purchase Agreement - Assets

Location:

Assets:

Exhibit B to Purchase Agreement – Excluded Liabilities

Exhibit C to Purchase Agreement – Bill of Sale

BILL OF SALE

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

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

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

Seller

_____
By:
Its:

Buyer

_____
By:
Its:

EXHIBIT E
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS FOR:

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

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EXHIBIT F
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISED OUTLETS

Snowfruit Current Franchisees
as of March 31, 2026

Franchisee Name	Store Address	City	State	Zip Code	Telephone
Allan Jay Macapinlac Viloria	1000 E Northern Lights Blvd	Anchorage	AK	99508	907-952-7782
Busty Galindo Nery	535 E Palmer-Wasilla Hwy	Palmer	AK	99645	907-280-9036
Dipak Rai	8181 Glacier Hwy	Juneau	AK	99801	502-407-1460
Dipak Rai	930 Old Steese Hwy Ste A	Fairbanks	AK	99701	502-407-1460
Eric Babasa	13401 Old Glenn Hwy	Eagle River	AK	99577	907-654-9730
Esther Ting	43843 Sterling Hwy	Soldotna	AK	99669	817-694-4945
Jackie Lou Walters Lee	7701 Debarr Rd	Anchorage	AK	99504	907-952-2545
John Carlo Galindo	2300 Abbott Rd	Anchorage	AK	99507	907-310-5509
Justine Ann Vigilia	2000 W Dimond Blvd	Anchorage	AK	99515	907-312-8136
Nwe Ni	1501 E Parks Hwy	Wasilla	AK	99654	716-536-8595
Rabin Subba	3755 Airport Way	Fairbanks	AK	99709	585-404-5095
Hellen Lalhmun Sangi	2110 NW Oakwood Ave	Huntsville	AL	35810	317-419-8130
Hram Vung	6070 Moores Mill Rd	Huntsville	AL	35810	678-997-0771
Hrang Vung	8855 Hwy 72 W	Madison	AL	35758	256-417-3539
Htet Htet Myat	241 Highway 31 SW Ste K	Hartselle	AL	35640	937-546-9362
Tan Thay Aung Ngun Hei	4579 Wall Triana Hwy	Madison	AL	35758	269-419-9875
Thang Tun	7090 Hwy 72 W	Huntsville	AL	35806	432-235-2414
Van Thang	8404 Memorial Pkwy SW	Huntsville	AL	35803	704-615-1912
Van Thang	1101 Beltline Rd SW	Decatur	AL	35601	704-615-1912
Al Mawi	1935 N Stapley Dr	Mesa	AZ	85203	817-443-8109
David Ralawk	13730 W. Camelback Rd	Litchfield Park	AZ	85340	602-545-8720
Dawt Hlei Sung	3320 N 7th Ave	Phoenix	AZ	85013	317-985-6476
Dawt Khun	1311 E. Bell Rd	Phoenix	AZ	85022	623-241-1966
Iang Hnem Par	16380 W Yuma Rd	Goodyear	AZ	85338	602-664-0000
James Van Kulh Thang	4075 E Williams Field Rd	Gilbert	AZ	85295	630-930-8289
Jung Min Park	1455 N Higley Rd	Gilbert	AZ	85234	480-252-6198
La Ha Kang	2724 S. Signal Butte Rd	Mesa	AZ	85209	602-999-3837
Lal Ram Hngak	16400 W Pat Tillman Blvd	Surprise	AZ	85387	801-815-5515
Mary Sui	2800 West Dove Valley	Phoenix	AZ	85085	817-766-0184
Silas Tiallen Khup	2929 E. Ocotillo Rd	Chandler	AZ	85249	602-397-6944
Sui Naum Par	4707 E Shea Blvd	Phoenix	AZ	85028	817-996-3174
Thawng Hnin	150 E Old West Highway	Apache Junction	AZ	85119	602-718-4495
Thiang Nun Mawi	25401 N. Lake Pleasant Pa	Peoria	AZ	85383	228-238-5503

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Van Lal Hnem	25105 S Ellsworth Rd	Queen Creek	AZ	85142	469-716-1269
Zing Chin Rem	19600 W Indian School Rd	Buckeye	AZ	85396	602-561-0634
Ai Tun Aung	6550 Lookout Rd	Boulder	CO	80301	720-353-7728
Angelo Dereh	2602 S Timberline Rd	Fort Collins	CO	80525	970-576-6223
Anthony Ning	2100 35th Ave	Greeley	CO	80634	970-373-3304
Awm Ma	1842 N College Ave	Fort Collins	CO	80524	402-890-2516
Bawi Chin Sung	7915 Constitution Ave	Colorado Springs	CO	80951	469-583-7609
Bawi Chin Sung	7530 Falcon Mkt. Place	Falcon	CO	80831	469-583-7609
Bawi Hnin Thang	16400 S Townsend Ave	Montrose	CO	81401	214-927-5327
Caroline No Hai	0103 Market St	Eagle	CO	81631	469-671-7528
Chuanzhuo Pan	995 S Hover St	Longmont	CO	80501	720-487-2321
Dai Lian Ha Ling	3600 Table Mesa Dr	Boulder	CO	80305	720-582-6347
Dawi Tial	508 E Main St	Cortez	CO	81321	469-767-7438
Elijah Tun	8031 Wadsworth Blvd	Arvada	CO	80003	303-210-9748
Elvis Lal Muan Sang	300 Dillon Ridge Rd	Dillon	CO	80435	214-713-5067
Fam Tha Men	6 Town Plaza Shop Center	Durango	CO	81301	432-236-5606
Fam Tha Men	3130 Main Ave	Durango	CO	81301	432-236-5606
Fung Uk	13525 Quebec St	Thornton	CO	80602	720-257-1894
Heinko Oo	1173 Bergen Pkwy	Evergreen	CO	80439	970-793-5348
Hernan Francisco Martinez Pena	880 N Main St	Gunnison	CO	81230	970-355-8235
Hoi Chum	15200 W 64th Ave	Arvada	CO	80007	214-730-2968
Javier Elizalde Diaz	1650 30th St	Boulder	CO	80301	720-725-4713
Jeannette Cisneros Hernandez	250 E Valley Rd	El Jebel	CO	81623	970-319-7259
Jose Ramos	711 E Cooper Ave	Aspen	CO	81611	970-987-1451
Jose Ramos	850 Castle Valley Blvd	New Castle	CO	81647	970-987-1451
Jose Ramos	1320 Railroad Ave	Rifle	CO	81650	970-987-1451
Joseph Thang	9820 W Belleview Ave	Littleton	CO	80123	720-253-3042
Kee Ling	750 Ridge Rd	Castle Rock	CO	80104	720-532-5024
Khun Sing	6110 Firestone Blvd	Firestone	CO	80504	970-599-9640
Lal Muansang	2750 S Colorado Blvd	Denver	CO	80222	269-967-3595
Lian Bawi	17761 Cottonwood Dr	Parker	CO	80134	720-662-1854
Lian Va Bawi Sang	101 Englewood Pkwy	Englewood	CO	80110	720-212-4664
Ling Hung	1150 US Highway 287	Broomfield	CO	80020	303-807-9171
Lung Chen	7284 Lagae Rd	Castle Pines	CO	80108	303-809-8662

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Ma Win Khin	9551 S University Blvd	Highlands Ranch	CO	80126	720-216-3646
Mar Ram	12959 S Parker Rd	Parker	CO	80134	720-525-1650
Miguel Angel Torres Amaya	905 Highway 133	Carbondale	CO	81623	970-505-7143
Miriam Nisperos Green	13700 Colorado Blvd	Thornton	CO	80602	720-930-9908
Mite Liana	25701 E Smoky Hill Rd	Aurora	CO	80016	720-469-0795
Naw Naw Lahtaw	25637 Confier Rd	Conifer	CO	80433	720-757-4245
Nay Chi Nway	17031 Lincoln Ave	Parker	CO	80134	720-325-0164
Neh Meh	1275 Eagle Dr	Loveland	CO	80537	970-370-1438
Neh Neh	1045 S 1st St	Bennett	CO	80102	303-847-8078
Ngu War	1155 E 9th Ave	Denver	CO	80218	980-474-5047
Ngun Hlawn Tial	0072 Beaver Creek Pl	Avon	CO	81620	720-382-9480
Ngun Hnin	1410 Grand Avd	Glenwood Springs	CO	81601	970-306-5957
Ngun Thawn Bik	1891 State Highway 7	Erie	CO	80517	720-382-4703
Ngun Tlung	15051 E 104th Ave	Commerce City	CO	80022	301-305-1714
Om Kee	1015 S Taft Hill Rd	Fort Collins	CO	80521	970-473-1000
Om Kee Law Har	1611 Pace St	Longmont	CO	80504	303-859-0045
Porn Chan	3801 E 120th Ave	Thornton	CO	80233	303-847-3477
Rattana Cheav	9225 N Union Blvd	Colorado Springs	CO	80920	719-424-5988
Sang Bil	2900 Arapahoe Rd	Erie	CO	80026	970-231-9649
Satin Hre	6922 W 10th St	Greeley	CO	80634	720-530-9851
Shwe Yee Win	1375 E South Boulder Rd	Louisville	CO	80027	720-641-5865
Soe Min Thein	1520 Main St	Windsor	CO	80550	840-245-9696
Sui Hal	5544 Promenade Pkwy	Castle Rock	CO	80108	720-621-2494
Tha Hlei Sung	4600 Leetsdale Dr	Glendale	CO	80246	720-688-5526
Tha Tin Hnem	1070 W Baptist Rd	Monument	CO	80132	214-640-0386
Thaw Meh	253 E 29th St	Loveland	CO	80538	970-397-3684
Tial Cung Hlei	2355 W 136th Ave	Broomfield	CO	80023	309-236-5166
Tluang kip Thang	1825 Central Park Dr	Steamboat Springs	CO	80477	309-868-9629
Van Lian Thang	100 N 50th Ave	Brighton	CO	80601	720-394-9417
Van Ngeih Lian	4503 John F Kennedy Pkwy	Fort Collins	CO	80525	816-294-1444
John Van Lian	2000 Anvil Block Rd	Morrow	GA	30297	770-317-5308
Kmwee Say Paw	1850 E Fairview Ave	Meridian	ID	83642	208-605-1109
Malsawmthara Hmar	1400 W Chinden Blvd	Meridian	ID	83646	515-707-3794
Mary Marip	937 E Main St	Burley	ID	83318	801-800-0421

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Robert Ceu	705 Blue Lakes Blvd N	Twin Falls	ID	83301	208-410-9730
Sang Pi	50 2nd St S	Nampa	ID	83651	208-957-0557
Su Nge Nge	800 Yellowstone Ave	Pocatello	ID	83201	917-701-4038
Thawng Lian Hmung	1555 Northgate Mile	Idaho Falls	ID	83401	206-915-9584
Zing Tha Chin	10751 W Overland Rd	Boise	ID	83709	317-749-2846
Zing Tha Chin	3527 S Federal Way	Boise	ID	83705	317-749-2846
Zing Tha Chin	5230 W Franklin Rd	Boise	ID	83705	317-749-2846
Batamgalan Chultem	601 N Commercial St	Harrisburg	IL	62946	540-915-7986
Nai Ram Sang	1000 E Sibley Blvd	Dolton	IL	60419	317-418-8374
Nun Tha Hnem	1701 N Larkin Ave #100	Crest Hill	IL	60403	630-641-3588
Oliver Htoo	415 S 42nd St	Mount Vernon	IL	62864	539-525-5612
Pau Muan Sawm Mang	1704 W Deyoung St	Marion	IL	62959	317-427-8466
Saisih Nawnkhar	2501 W North Ave	Melrose Park	IL	60160	630-765-4368
Seng Mai Zan Hkung	501 N Giant City Rd	Carbondale	IL	62901	317-435-0493
Bawi Sang	880 W Eads Pkwy	Lawrenceburg	IN	47025	859-907-4768
Biak Tin Par	200 New Albany Plaza	New Albany	IN	47150	317-658-8233
De Li	1907 McDonald Lane	New Albany	IN	47150	515-770-1697
Efraim Lin	1027 Jeffersonville Commons Dr	Jeffersonville	IN	47130	317-331-6646
Esther Van	305 E Lewis And Clark Pkwy	Clarksville	IN	47129	502-438-4084
H Van Thang Bawihrin	516 W 30th St	Connersville	IN	47331	317-473-8260
Kyaw Kyaw Lin	525 E Clifty Dr	Madison	IN	47250	317-476-3163
Lal Dik Thang	815 Highlander Point Dr	Floyds Knobs	IN	47119	502-533-4858
Lal Pan Thang	389 Old Capital Plaza NW	Corydon	IN	47112	502-714-3300
Lal Ri Sang	4290 W Jonathan Moore Pike	Columbus	IN	47201	317-970-4766
Lalrin Tluiang Zotung	1400 Washington Ave	Vincennes	IN	47591	317-603-8550
Mercy Duh Ni Kim	1181 W Tipton St	Seymour	IN	47274	463-265-4720
Nai Ram Sang	1724 165th St	Hammond	IN	46320	317-418-8374
Om Naing Om Kui	9501 County Road 403	Charlestown	IN	47111	509-795-6328
Ral Thawng	1034 State Rd 229 North	Batesville	IN	47006	317-389-6836
Ruth Dumdaw	7605 Highway 311	Sellersburg	IN	47172	502-883-9376
Thiang Piang	2631 16th St	Bedford	IN	47421	317-437-0645
Aidan Michael Lee Liston	800 NW 25th St	Topeka	KS	66618	971-977-3766
Bawi Cungnung	7707 E Central Ave	Wichita	KS	67206	317-658-9603
Bawi Khua Thang	515 West 27th Street	Hays	KS	67601	317-935-4716

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Bawi Khua Thang	1902 Vine St	Hays	KS	67601	317-918-9983
Ceu Dun	4747 S Broadway St	Wichita	KS	67216	913-326-4932
Ceu Dun	225 E Cloud Ave	Andover	KS	67002	913-326-4932
Ceu Hnin Thang	3211 S Seneca St	Wichita	KS	67217	913-293-5167
Chan Bik	5500 E Harry St	Wichita	KS	67218	913-223-0415
David Dawt Cung	3932 W 13th St N	Wichita	KS	67203	913-298-9513
David Lalram Muana	2010 SE 29th St	Topeka	KS	66605	515-528-6895
David Van Bawi Thang	1201 W Crawford St	Salina	KS	67401	913-638-7564
David Van Bawi Thang	2350 Planet Ave	Salina	KS	67401	913-638-7564
Esther Ngun Bor Chin	2205 Iowa St	Lawrence	KS	66046	913-514-2144
Kap Thawng	13415 W Maple St	Wichita	KS	67235	806-471-0407
Khai Tawng	6829 SW 29th St	Topeka	KS	66614	405-639-8549
Khamh Lian Thang	1910 W 21st St	Wichita	KS	67203	641-844-3138
Khamh Lian Thang	3020 E Douglas Ave	Wichita	KS	67214	641-844-3138
Lal Chak Thanga	8828 W 13th St N	Wichita	KS	67212	463-206-5486
Lal Thang Mawi	720 Eisenhower Rd	Leavenworth	KS	66048	913-940-9551
Lu Mon Zaw	3200 Plaza East Dr	Hutchinson	KS	67502	707-708-1119
Man Za Huai	1417 N Kansas Ave	Liberal	KS	67901	580-206-4010
Mana Naing	1740 Massachusetts St	Lawrence	KS	66044	469-685-9256
Mang Paing	618 W 6th St	Junction City	KS	66441	913-293-4717
Moe Eh Paw	1700 N 14th Ave	Dodge City	KS	67801	620-521-6067
Moe Eh Paw	1305 E Kansas Ave	Garden City	KS	67846	620-521-6067
Poe Reh Green	2815 SW 29th St	Topeka	KS	66614	402-214-0292
Poe Reh Green	4015 SW 10th Ave	Topeka	KS	66604	402-214-0292
Rung Hnin	10515 W Central Ave	Wichita	KS	67212	913-293-5564
Rung Hnin	1624 N Rock Rd	Derby	KS	67037	913-293-5564
Salai Maungkhin	1235 E Cloud St	Salina	KS	67401	317-919-4743
Sui Lian Uk	3000 W 6th St	Lawrence	KS	66049	913-991-4784
Thang Zam Pau	5311 SW 22nd Pl	Topeka	KS	66614	405-835-1157
Tial Bawi Lian	130 Sarber Ln	Manhattan	KS	66502	913-291-4183
Tlem Chin	9450 E Harry St	Wichita	KS	67207	913-461-0713
Uk Hnin Thang	640 N West St	Wichita	KS	67203	913-749-7431
Vanlal Veni Cinzah	2244 N Rock Rd Ct	Wichita	KS	67226	240-484-8726
William Arthur Blake	1101 Westloop Pl	Manhattan	KS	66502	913-709-5719

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Win Hliang Aung	10222 W 21st St	Wichita	KS	67205	515-829-1655
Za Tial	4701 W 6th St	Lawrence	KS	66049	913-325-9357
Zing Fam	3707 N Woodlawn Blvd	Wichita	KS	67220	913-216-0971
Abisha Basel	1600 Leestown Rd	Lexington	KY	40511	859-559-6141
Abshai Thangrum	1213 Skyline Dr	Hopkinsville	KY	42240	270-598-2575
Aum Phe	705 E Main St	Lebanon	KY	40033	502-210-7354
Aung Lin	520 N 35th St	Louisville	KY	40212	317-989-7779
Aung Pi	12501 Shelbyville Rd	Middletown	KY	40243	317-529-5577
Aung Thang	5533 New Cut Rd	Louisville	KY	40214	502-536-4654
Awi Phe	890 Richmond Plaza	Richmond	KY	40475	502-654-2684
Bawi Za Lian	711 Martin Luther King Jr Blvd	Ashland	KY	41101	980-213-1864
Benjamin Zaathang	311 Boone Station Rd	Shelbyville	KY	40065	317-354-9320
Biak Cung Nung	102 W John Rowan Blvd	Bardstown	KY	40004	270-599-4312
Ca Ca	100 Copper Creek Dr	Powderly	KY	42367	414-699-0009
Ca Ling	1309 US 127 S Suite H	Frankfort	KY	40601	269-358-6534
Cer Uk Thang	6900 Bardstown Rd	Louisville	KY	40291	502-450-4994
Cung Lian Bik	1265 Goss Ave	Louisville	KY	40217	251-422-4193
Cung sang	2835 N Highway 393	La Grange	KY	40031	317-772-8659
Cung Uk	2150 Dixie Hwy	Fort Mitchell	KY	41017	859-496-3032
Cyrus Cung Thang	3039 Breckenridge Ln	Louisville	KY	40220	515-732-8341
Dal Khan Mung	200 E Brannon Rd	Nicholasville	KY	40356	515-473-5056
Darwic Thang	568 Bypass Rd	Brandenburg	KY	40108	615-497-1504
David Yaw	1060 Chinoe Rd Ste 190	Lexington	KY	40502	502-836-8179
Dot Cung	2219 Holiday Manor Court	Louisville	KY	40222	270-320-2212
Edi E Lopez Barrera	53 Donnermeyer Dr	Bellevue	KY	41703	513-990-7847
Elihu Samuel	375 Crossroads Blvd	Cold Spring	KY	41076	502-819-3873
Esther Yawawi	2710 W Broadway	Louisville	KY	40211	502-641-0176
Harlene Mae Harper	1525 Madison Ave	Covington	KY	41011	513-476-2010
Harlene Mae Harper	20 W 6th St	Newport	KY	41071	513-476-2010
Hlawn Tha Par	10010 Ballardsville Rd	Louisville	KY	40241	502-377-7285
Hlawn Za Lian	4009 Poplar Level Rd	Louisville	KY	40213	269-268-6052
Hrang Tei Sam	9812 Linn Station Rd	Louisville	KY	40223	502-996-2840
Iang Hnem Tial Phung Thang	3071 Dixie Hwy	Edgewood	KY	41017	317-652-9420
Iang Mawi	5001 Mud Ln	Louisville	KY	40229	502-881-1065

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Isaac Nung	370 Market Square Dr	Maysville	KY	41056	317-556-6130
James Pau Khual	181 US-127	Russell Springs	KY	42643	270-320-1712
James Tei Sa	370 Diederich Blvd	Ashland	KY	41101	317-494-9437
Johnson Lalrawng	704 Euclid Ave	Lexington	KY	40502	515-710-1448
Joseph Bawi Cem Thang	711 Campbell Ln	Bowling Green	KY	42104	270-421-2348
Joseph Thian Lian	185 Adam Shepherd Pkwy	Shepherdsville	KY	40165	405-532-5804
Joshua Van Lian	4915A Dixie Hwy	Louisville	KY	40216	404-934-7791
Kevin Chen	1808 Alexandria Dr	Lexington	KY	40504	859-693-1445
Kevin Chen	300 Trademore Center	Morehead	KY	40351	859-693-1445
Khup Hre	2440 Bardstown Rd	Louisville	KY	40205	208-613-9666
Lai Phun Sang	635 Chestnut Dr	Walton	KY	41094	859-691-1286
Lal Siam	2200 Brownsboro Rd	Louisville	KY	40206	502-389-9229
Lal Uk	2034 KY-53	La Grange	KY	40031	317-868-4267
Lalrin Mawia Chalthleng	106 Marketplace Cir	Georgetown	KY	40324	515-380-4680
Lia Za San	7685 Mall Rd	Florence	KY	41042	859-206-7317
Mary Lin	4303 Winston Ave	Covington	KY	41015	859-803-7171
Mary Lin	1751 Patrick Dr	Burlington	KY	41005	859-803-7171
Mellisa Gazali	14889 N US Highway 25 E	Corbin	KY	40701	878-247-0455
Mo Mo Ko	3175 Beaumont Centre Cir	Lexington	KY	40513	859-487-6783
Ngin Sian Khual	150 W Lowry Ln Ste 190	Lexington	KY	40503	443-204-1544
Ngun Hlei Cuai	350 U.S. 31 W Bypass	Bowling Green	KY	42104	469-347-4319
Ngun San	212 Kroger Way	Versailles	KY	40383	270-996-2977
Ngun Tha Cung	9950 Berberich Dr	Florence	KY	41042	913-237-1648
Noe Yaw Htew	4750 Hartland Pkwy	Lexington	KY	40515	214-545-7692
Nu Kyi	1670 Starlite Dr	Owensboro	KY	42301	270-314-9617
Om Ning	10645 Dixie Hwy	Louisville	KY	40272	502-804-8346
Pa Hei	545 Island Ford Rd	Madisonville	KY	42431	979-393-1432
Par Vang	130 Pavilion Pkwy	Newport	KY	41071	317-772-8548
Phillip Ka Cung	234 Eastbrooke Pkwy	Mt Washington	KY	40047	317-701-1956
Phun Tu Lamai Sha	3616 Buechel Bypass	Louisville	KY	40218	502-631-5951
Ram Peng Lian	70 Martha Layne Collins Blvd	Cold Spring	KY	41076	414-795-9186
Ramfangzaua Tuahzo	4101 Tates Creek Centre Dr	Lexington	KY	40517	515-528-1570
Rin Chhana Hualngo	1650 Bryan Station Rd	Lexington	KY	40505	515-289-6554
Ro Ling	6745 Beulah Church Rd	Louisville	KY	40228	502-654-3791

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Ruth Van Tha	760 Newtown Springs Dr	Lexington	KY	40511	317-800-1326
Samantha Kyithar Swe	9501 Westport Rd	Louisville	KY	40241	502-380-7132
San San Aye	810 Indian Mound Dr	Mt Sterling	KY	40353	371-313-8780
Siang Tin Sung	3040 Dolphin Dr	Elizabethtown	KY	42701	214-412-6216
Solomon Lian Khup	12611 Taylorsville Rd Ste 102	Louisville	KY	40299	502-851-9194
Stephen Sawm Khan	9080 Taylorsville Rd	Louisville	KY	40299	502-531-5045
Sui Van Cer	3165 S 2nd St	Louisville	KY	40208	317-790-9006
Swet Yin	995 S Main St	Nicholasville	KY	40356	859-787-9898
Thawh Cin	9440 Brownsboro Rd	Louisville	KY	40241	502-881-0265
Thawng Lian Cung	1700 Declaration Dr	Independence	KY	41051	859-652-4698
Thet Su Sein Win	1661 Bypass Rd Hwy 1958	Winchester	KY	40391	707-407-9824
Thetsu Seinwin	3650 Boston Rd	Lexington	KY	40514	707-407-9824
Tli Thawng	2630 Frederica St	Owensboro	KY	42301	270-240-6388
Tluang Hnin Thang	300 Brighton Park Blvd	Frankfort	KY	40601	410-718-5777
Tuan Sang	111 Towne Dr	Elizabethtown	KY	42701	716-903-3560
Twe Ki	5929 Timber Ridge Dr	Prospect	KY	40059	317-741-3165
Van Biak Thawng	50 Stonegate Center	Somerset	KY	42501	432-296-9681
Van Biak Thawng	181 S Highway 27	Somerset	KY	42501	432-296-9681
Van Cung Nung	3105 North Bend Rd	Hebron	KY	41048	859-414-2606
Van Lal Lawma Junior	200 Skywatch Dr	Danville	KY	40422	317-701-0158
Van Lian Uk	4501 Outer Loop	Louisville	KY	40219	502-915-9818
Van Lin Thang	2945 Scottsville Rd	Bowling Green	KY	42104	270-320-7279
Van Suilawm Hre	7509 Terry Road	Louisville	KY	40258	502-287-3930
Ven Puia	170 Bellerive Blvd	Nicholasville	KY	40356	317-778-2944
Za Biak Lian	1300 Anderson Crossing Dr	Lawrenceburg	KY	40342	317-544-9479
Za Duh Lian	399 Campbellsville Byp Suite 100	Campbellsville	KY	42718	270-418-9006
Za Kung Hai Bil	9001 US Highway 42	Union	KY	41091	859-916-0336
Za Ma	291 N Hubbards Ln #130	St Matthews	KY	40207	317-618-0527
Zakaria Bawi Hing	12450 La Grange Rd	Louisville	KY	40245	317-617-0512
Zopari Hnamte	3101 Richmond Rd	Lexington	KY	40509	317-717-3793
Ciin Cing	6652 Youree Dr	Shreveport	LA	71105	318-564-6618
Cung Tha	1422 MacArthur Dr	Alexandria	LA	71301	469-993-3403
Kham Do Nang	1051 George Dement Blvd	Bossier City	LA	71111	318-990-8427
Khup Do Thang	9155 Mansfield Rd	Shreveport	LA	71118	806-930-5521

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Nem Nu	9484 Ellerbe Rd Suite 100	Shreveport	LA	71106	318-518-6167
Solomon Sialling	2010 Country Club Rd	Lake Charles	LA	70605	417-619-7753
Bawi Nun	108 W Highland Rd	Howell	MI	48843	317-772-6217
Bawi Thawng	23191 Marter Rd	St Clair Shores	MI	48080	317-658-3332
Biak Tha Thang	14945 23 Mile Rd	Shelby Twp	MI	48315	269-579-3191
Biak Thang	20645 Gibraltar Rd	Brownstown Township	MI	48183	616-734-9264
Bu Reh	400 S Maple Rd	Ann Arbor	MI	48103	806-231-8408
Ca Nawl	44525 Ann Arbor Rd	Plymouth	MI	48170	214-545-4033
Chan Khirh	2906 Union Lake Rd	Commerce Charter Twp	MI	48382	309-278-2240
Dawt Awi Thang	26200 Greenfield Rd	Oak Park	MI	48237	970-471-3744
Dawt Tha Cung Cem	7000 Monroe Blvd	Taylor	MI	48180	317-665-2555
Hmun Lian Ceu	7084 Miller Rd	Swartz Creek	MI	48473	517-619-2814
Jacob Cung Nung	26300 Crocker Blvd	Harrison Twp	MI	48045	616-469-0263
Jeny Sui Tin Par	2051 18 Mile Rd	Sterling Heights	MI	48314	903-820-3459
Kap Lian Thang	15100 Silver Pkwy	Fenton	MI	48430	517-894-8854
Lal Din Chhani	1821 S Cedar St	Imlay City	MI	48444	269-986-6896
Linda Dickow	15675 Wahrman Rd	Romulus	MI	48174	248-755-2531
Mahide Mohi Chowdhury	30851 Gratiot Ave	Roseville	MI	48066	586-229-6987
Mahide Mohi Chowdhury	6625 Dixie Hwy	Clarkston	MI	48346	586-229-6987
Man Bor	7350 N Middlebelt Rd	Westland	MI	48185	317-403-0765
Mang Ceu	2200 Twelve Mile Rd	Royal Oak	MI	48067	806-231-6628
Meriam Hniang Cuai	4672 State St	Saginaw	MI	48603	614-596-4531
Mohammed Liakat Ali	20891 E Thirteen Mile Rd	Roseville	MI	48066	631-359-0234
Mouaz Chowdhury	7644 26 Mile Rd	Shelby Twp	MI	48316	586-248-3479
Mouaz Mohi Chowdhury	15255 Michigan Ave	Dearborn	MI	48126	586-248-3479
Mouaz Mohi Chowdhury	3097 S Baldwin Rd	Orion Twp	MI	48359	586-248-3479
Mouaz Mohi Chowdhury	4888 Adams Rd	Rochester	MI	48307	586-248-3479
Mouaz Mohi Chowdhury	20903 Harper Ave	Harper Woods	MI	48225	586-248-3479
Neelam Bhardwaj	39950 W 14 Mile Rd	Commerce Charter Twp	MI	48390	248-841-0638
Neelam Bhardwaj	200 S Merriman Rd	Westland	MI	48186	248-841-0638
Neelam Bhardwaj	33523 8 Mile Rd	Livonia	MI	48152	248-841-0638
Ngun Bawi Thawng	3125 John R Rd	Troy	MI	48083	313-980-8607
Ngun He Lian	571 E Monroe St	Dundee	MI	48131	463-269-8985
Ngun Hlawn Tial	23101 John R Rd	Hazel Park	MI	48030	317-495-0674

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Ni Cung	23849 West Rd	Brownstown	MI	48134	317-397-1253
Nicole Sharon Taliaferro	51847 10 Mile Rd	South Lyon	MI	48178	248-444-0739
Nihlei Sung Thawng	2060 Dix Hwy	Lincoln Park	MI	48146	734-288-1317
Nusrat Shabnam	26130 Gratiot Ave	Roseville	MI	48066	586-303-6886
Olivia Adeeb Elias	1237 Coolidge Hwy	Troy	MI	48084	586-222-5434
Olivia Adeeb Elias	31 E Long Lake Rd	Troy	MI	48098	586-222-5434
Olivia Adeeb Elias	65 S Livernois Rd	Rochester Hills	MI	48307	586-222-5434
Olivia Adeeb Elias	685 E Maple Rd	Birmingham	MI	48009	586-222-5434
Olivia Adeeb Elias	2058 25 Mile Rd	Shelby Twp	MI	48316	586-222-5434
Peter Van Biak	30935 Five Mile Rd	Livonia	MI	48154	317-531-9641
Ral Lian Thang	35000 23 Mile Rd	New Baltimore	MI	48047	903-209-6753
Ram Thang	5111 Highland Rd	Waterford Twp	MI	48327	414-748-2319
Ram Thang Lian	10951 Highland Rd	White Lake Charter Township	MI	48386	616-238-6854
Sai Hnin Thang	1542 E Pierson Rd	Flushing	MI	48433	517-885-1372
Sang Khar	21555 21 Mile Rd	Macomb	MI	48044	206-484-5749
Sang Khar	16450 26 Mile Rd	Macomb	MI	48042	206-484-5749
Sang Za Tial	17447 Haggerty Rd	Northville	MI	48168	469-358-6425
Stevan Johni Toma	43893 Schoenherr Rd	Sterling Heights	MI	48313	801-664-9619
Sui Cer Chin	16705 Fort St	Southgate	MI	48195	317-966-3048
Than Hmung	45540 Michigan Ave	Canton	MI	48188	518-833-9452
Tialiap Lian Cawnhlun	22801 Harper Ave	St Clair Shores	MI	48080	269-290-9198
Tluang Za Hnin	3462 W Sterns Rd	Lambertville	MI	48144	317-665-5740
Tuan Hmuh Sang	9968 E Grand River Ave	Brighton Township	MI	48116	317-719-8832
Van Bawi	4395 Orchard Lake Rd	West Bloomfield Township	MI	48323	616-328-1583
Van Cung Hmun	670 Highland Ave	Milford	MI	48381	214-978-7889
Van Thabik Noval	31200 Schoenherr Rd	Warren	MI	48088	586-625-7728
Vanpeng Lian	850 S Monroe St	Monroe	MI	48161	317-871-4231
Za Biak Lian	66900 Gratiot Ave	Richmond	MI	48062	616-773-0043
Zakariya Husine Musa	26400 Ford Rd	Dearborn Heights	MI	48127	313-603-1743
Zakariya Husine Musa	1905 N Canton Center Rd	Canton	MI	48187	313-603-1743
Zannatul Fardus Baby	12731 S Saginaw St	Grand Blanc	MI	48439	248-534-3167
Gin Naw Dingkang	2900 Paris Rd	Columbia	MO	65202	573-808-7348
Peram Saluphta	1729 W Broadway	Columbia	MO	65203	531-239-4188
Bawi Chun Par	888 S Saddle Creek Rd	Omaha	NE	68106	402-536-0837

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Ceu Dun	12025 W Center Rd	Omaha	NE	68144	402-201-4211
Han Myint Thang	801 Galvin Rd S	Bellevue	NE	68005	402-575-8259
Jaw Htang Nmaw	505 N 155th Plaza	Omaha	NE	68154	402-321-0509
Lahku Htoo	4405 N 72nd St	Omaha	NE	68134	303-547-8274
Sing Aung Napluel	17370 Lakeside Hills Plaza	Omaha	NE	68130	402-926-8857
Sui Ling	3614 Twin Creek Dr	Bellevue	NE	68123	531-215-6916
Sui Tin Tial	13250 W Maple Rd	Omaha	NE	68164	262-617-2963
Wun Dan Seng Nwawt	1531 N Bell St	Fremont	NE	68025	504-205-8521
Daniel Royce	835 E Lake Mead Pkwy	Henderson	NV	89015	702-235-7829
Kyi Thu	175 Lemmon Dr	Reno	NV	89506	832-231-2668
Mi Mi Oo	10600 Southern Highlands Pkwy	Las Vegas	NV	89141	702-613-3529
Nawlouisa Moris	10616 S Eastern Ave	Henderson	NV	89052	702-793-0575
Ngwa Nyi	7130 N Durango Dr	Las Vegas	NV	89149	978-332-6991
Nyoman Sanjaya	1255 Baring Blvd	Sparks	NV	89434	404-955-1227
Nyoman Sanjaya	750 S Meadows Pkwy	Reno	NV	89521	404-955-1227
Sally Myint Oo	560 N Stephanie St	Henderson	NV	89014	702-279-5966
Sally Myint Oo	6855 N Aliante Pkwy	North Las Vegas	NV	89084	702-279-5966
Bawi Cung Lian	6165 Glenway Ave	Cincinnati	OH	45211	859-308-0108
Bawi Cung Nung	3301 Navarre Ave	Oregon	OH	43616	317-965-4680
Bawi Hmung	1700 Cedar St	Fremont	OH	43420	817-500-8123
Bawi Lian Hmung	1240 Park Ave W	Mansfield	OH	44906	614-702-5019
Bawi Lian Hmung	1500 Lexington Ave	Mansfield	OH	44907	614-702-5019
Bawi Lian Sang	8421 Winton Rd	Cincinnati	OH	45231	641-751-6636
Bawi Lian Thang	264 S Hollywood Blvd	Steubenville	OH	43952	614-432-9961
Bawi Nun Tluang	6095 Gender Rd	Canal Winchester	OH	43111	614-373-0133
Bawi Tha Peng	10595 Springfield Pike	Cincinnati	OH	45216	531-772-1724
Bawi Vel Sang	560 Wessel Dr	Fairfield	OH	45014	317-793-9725
Berly Morales Ramos	625 W Central Ave	Springboro	OH	45066	859-443-4632
Berly Morales Ramos	1450 S Erie Blvd	Hamilton	OH	45011	859-443-4632
Bi Tha	210 Sterling Run Blvd	Mount Orab	OH	45154	317-665-5233
Biak Ceu Lian	300 S Hamilton Rd	Gahanna	OH	43230	614-733-1349
Biak Lian Sang	6417 Columbus Pike	Lewis Center	OH	43035	614-632-2162
Biak Muan	8730 Waterville Swanton Rd	Waterville	OH	43566	270-418-8868
Biak Nung Sang	3760 Paxton Ave	Cincinnati	OH	45209	859-287-6485

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Biak Peng	4001 State Route 128	Cleves	OH	45002	614-897-5556
Biak Tin Mawi	6266 Hamilton Lebanon Rd	Middletown	OH	45044	317-420-7525
Boi Cing	2900 West State Route 22/3	Maineville	OH	45039	414-241-1961
Boi Hu Thang	7100 Hospital Dr	Dublin	OH	43016	614-735-9745
Bor Hlawn	1351 N High St	Columbus	OH	43201	614-439-5219
Ca Kam	1501 W 5th St	Marysville	OH	43040	614-972-4371
Ca Tial	10101 Landing Way	Miamisburg	OH	45342	317-476-7521
Catin Thai	199 Graceland Blvd	Columbus	OH	43214	614-432-7246
Cer Sin Par	200 Lease Ave	Greenville	OH	45331	463-317-9875
Chan Bawi	7525 Guard Well St	Powell	OH	43065	585-743-2478
Chum Ling	7855 Tylersville Rd	West Chester Township	OH	45069	317-474-1362
Chum Mang	1 W Corry St	Cincinnati	OH	45219	270-996-0545
Cia Hmung	1435 Reynolds Rd	Maumee	OH	43537	641-351-0257
Cin Tuang	2129 S Main St	Bellefontaine	OH	43311	614-370-7180
Cing Cing	780 Northwoods Blvd	Vandalia	OH	45377	515-699-3228
Cing Tawi Lun	7000 E Broad St	Columbus	OH	43214	614-515-7687
Cung Bik Thawng	8000 Princeton Glendale Rd	West Chester Township	OH	45069	859-878-7981
Cung Nung Bik	3637 S High St	Columbus	OH	43207	614-818-8191
Cung Tha Hmun	5800 W Broad St	Galloway	OH	43119	614-580-2450
Cung Tha Lian Hmung	1008 Washington Blvd	Belpre	OH	45714	463-231-7259
Cung Thawng	855 Coshocton Ave	Mt Vernon	OH	43050	614-307-7545
Daniel Bawi Lian Sang	4530 Eastgate Blvd #500	Cincinnati	OH	45245	317-603-9508
Dawt Hnem	3600 Soldano Boulevard	Columbus	OH	43228	614-429-9950
Dawt Iang	450 Ohio Pike	Cincinnati	OH	45255	859-803-8496
Dawt Len Sung	1045 Hill Rd N	Pickerington	OH	43147	614-591-2229
Dawttin Rem	4656 Cemetery Rd	Hilliard	OH	43026	614-956-9242
Dim Long Htang	10477 Harrison Ave	Harrison	OH	45030	513-858-9147
Dong Lam Cin	220 Waverly Plaza	Waverly	OH	45690	614-216-1447
Duh Bik	350 E Broad St	Pataskala	OH	43062	614-500-2451
Duh Lian Sang	1840 Columbus Pike	Delaware	OH	43015	859-907-6061
Duh Sung	530 E Stroop Rd	Kettering	OH	45429	262-389-8658
Duh Thang	2161 Eakin Rd	Columbus	OH	43223	614-948-8887
Esther Cinza	919 E State St	Athens	OH	45701	614-969-7952
Esther Cinza	6235 Monroe St	Sylvania	OH	43560	614-969-7952

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Ezara Mang	2000 E Main St	Columbus	OH	43205	614-364-5033
Hmum Kam	3975 Powell Rd	Powell	OH	43065	614-902-5901
Hmun Cung Lian	1441 Parsons Ave	Columbus	OH	43207	214-646-7065
Hniang Bik	131 State Route 3	Sunbury	OH	43074	469-600-9726
Hniang Kil	5080 Delhi Rd	Cincinnati	OH	45238	317-864-9267
Hoi Can	3417 N High St	Columbus	OH	43214	614-818-8972
Hram Kung	3033 Heritage Green Dr	Monroe	OH	45050	317-446-3133
Hrang Kil	1141 E Main St	Lancaster	OH	43130	614-549-1706
Hruai Cung Nung	9101 Ohio River Rd	Wheelersbur	OH	45694	614-446-3976
Imam Suyanto Bin kaselan	400 Aetna St	Martins Ferry	OH	43935	724-797-6425
James Nei Nei	428 Oxford State Rd	Middletown	OH	45044	463-312-3619
Jesse Thawng Cung Nung	12164 Lebanon Rd	Cincinnati	OH	45241	317-413-0906
John Kap Cem	2257 N Holland Sylvania Rd	Toledo	OH	43615	469-782-5846
Joseph Ram Bik Ceu	811 Gay St	Portsmouth	OH	45662	740-860-5470
Kaung Myat	1095 S Main St	Centerville	OH	45458	541-900-9079
Kaung Myat	2921 W Alex Bell Rd	Moraine	OH	45459	541-900-9079
Khin Myo Thun	5250 Newtown Dr	Liberty Township	OH	45011	469-734-0484
Kyaw Kyaw	790 W Market St	Tiffin	OH	44883	317-683-8141
Lai Ram Thang	2989 Derr Rd	Springfield	OH	45503	614-288-1812
Lai Zama	5400 Cornerstone N Blvd	Centerville	OH	45440	515-314-1903
Lal Hlei Thang	126 W High St	Fostoria	OH	44830	317-987-9712
Lal Lawe	1001 Cherry St	Blanchester	OH	45107	317-652-0625
Lal Luai Cinzah	2120 Beechmont Ave	Cicinnati	OH	45230	563-554-0977
Lal Thawng	150 W Sycamore St	Columbus	OH	43215	614-806-0165
Langh Khan Gen	7833 Refugee Rd	Pickerington	OH	43147	515-422-0182
Lily Hram Doi	12116 Sycamore Trace	Plain City	OH	43064	614-733-1385
Lo Long	210 E Mary St	Bucyrus	OH	44820	317-652-8690
Mah Khin Sung	1621 N Memorial Dr	Lancaster	OH	43130	240-370-4100
Marrijanh Rodriguez	8241 Vine St	Cincinnati	OH	45216	513-315-1440
Marrijanh Rodriguez	800 Loveland Madeira Rd	Loveland	OH	45141	513-315-1440
Mary Tinkippar	7385 Wooster Pike	Cincinnati	OH	45227	317-494-3157
Mery Aye	965 N Bechtle Ave	Springfield	OH	45504	614-254-0439
Mi Thar Nepal	5210 State Route 741	Mason	OH	45040	720-299-2682
Mireida Mendez Jacobo	2310 Ferguson Rd	Cincinnati	OH	45238	513-253-3053

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Moses Gin	6480 Wilmington Pike	Centerville	OH	45459	510-598-9306
Mulualem Anjulo	11390 Montgomery Rd	Cincinnati	OH	45249	619-831-1877
Naing Kee	575 Harry Sauner Rd	Hillsboro	OH	45133	614-705-8615
Nanda Htoon	2555 Glendale Ave	Toledo	OH	43614	351-213-0722
Nang Maw Dahkum	1705 N Barron St	Eaton	OH	45320	317-790-9295
Ngun Hlei Par	3675 E Broad St	Whitehall	OH	43213	614-969-7722
Ngun Lian Thawng	858 Main St	Wintersville	OH	43953	270-535-5087
Ngun Siang	1165 Western Ave	Chillicothe	OH	45601	443-531-5732
Ngun Siang	887 N Bridge St	Chillicothe	OH	45601	443-531-5732
Ngun Thawng Lian	5991 S Sunbury Rd	Westerville	OH	43081	380-262-0228
Ngun Thawng Senia	5965 Hoover Rd	Grove City	OH	43123	614-902-6936
Ngun Thawng Senia	2525 Hilliard Rome Rd	Hilliard	OH	43026	614-902-6936
Ngun Tin Tlem	299 W Bridge St	Dublin	OH	43017	614-972-3748
Ngun Zel Papui	2090 Crown Plaza Dr	Columbus	OH	43235	234-706-4798
Ni Bor	4533 Monroe St	Toledo	OH	43613	214-412-6000
Ni Ceu	885 Union Rd	Englewood	OH	45322	571-765-0425
Ni Par Chin	6580 E Main St	Reynoldsburg	OH	43068	309-429-7238
Ni Zi	6011 Groveport Rd	Groveport	OH	43125	614-439-8668
Norasung Nei Mang	1474 Main St	Hamilton	OH	45013	513-225-2618
Obed Cem	601 Woodman Dr	Dayton	OH	45431	317-640-0962
Pang Ki	1585 Georgesville Square Dr	Columbus	OH	43228	614-902-8109
Peng Bawi Thawng	175 Lancaster Pike	Circleville	OH	43113	317-702-1128
Peng Lian	1425 Columbus Ave	Lebanon	OH	45036	859-866-9598
Peter Van Lal Cuan	300 S Locust St	Oxford	OH	45056	317-790-7042
Philemon Boi	1094 N Main St	Bowling Green	OH	43402	727-288-5613
Ram Thawng Zel	530 E Main St	Jackson	OH	45640	614-969-8005
Ranh Win	3165 Dayton Xenia Rd	Beavercreek	OH	45434	304-814-6009
Rem Tin Cuai	4777 Kenard Ave	Cincinnati	OH	45232	859-982-1229
Rual Kam Thang	7625 Sawmill Rd	Dublin	OH	43016	614-591-1809
Rual Uk	2100 W Michigan St	Sidney	OH	45365	515-422-2552
Ruth Dawt Hlei Sung	3420 Towne Blvd	Franklin	OH	45005	859-888-6424
Samuel Mang	600 E Main St	Hebron	OH	43025	614-270-9296
Samuel Thang	6388 Branch Hill-Guinea Pike	Loveland	OH	45140	619-882-6628
Sang Cung Lian	1955 Henderson Rd	Upper Arlington	OH	43220	614-817-9330

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Semule Za Bik Ceu	1177 Polaris Pkwy	Columbus	OH	43240	614-419-5291
Siang Hlei Sung	5910 Harrison Ave	Cincinnati	OH	45248	513-487-9336
Siang Ling Khenglawt	7747 Troy Pike	Huber Heights	OH	45424	515-770-9478
Siang Tha Cung	7580 Beechmont Ave	Cincinnati	OH	45255	513-551-0629
Steven Lian	801 N Houk Rd	Delaware	OH	43015	469-412-5035
Suan Khua Tuan	824 Main St	Milford	OH	45150	614-615-9495
Sui Len Tial	910 Hebron Rd	Heath	OH	43056	740-670-3683
Sui Lian Cung Van Dun	1428 Marion Waldo Rd	Marion	OH	43302	614-818-8389
Sui Lian Hmung	833 W Alexis Rd	Toledo	OH	43612	469-642-7037
Sui Tin Tlem	1155 N 21st St	Newark	OH	43055	614-591-2908
Sung Boi	101 6th St	Findlay	OH	45840	727-288-5613
Tawk Cung	3588 Gender Rd	Canal Winchester	OH	43110	614-931-1785
Tei Tu Bawi	2728 E Main St	Springfield	OH	45503	614-809-0215
Tha Bawi	4633 Suder Ave	Toledo	OH	43611	614-999-3619
Tha Biak Cinzah	1365 Stoneridge Dr	Gahanna	OH	43230	214-438-7447
Tha Hnem	230 Lafayette St	London	OH	43140	614-327-9950
Tha Len Par	5100 Terra Firma Dr	Mason	OH	45040	513-306-1419
Tha Len Par	255 N Heincke Rd	Miamisburg	OH	45342	317-734-6251
Tha Tin Zing	4925 Jackman Rd	Toledo	OH	43613	641-854-3458
Thalian Cung	1375 Chambers Rd	Columbus	OH	43212	614-483-2005
Than Sum	1637 E US Hwy 36	Urbana	OH	43078	585-305-4756
Thapaw Letha	475 Fortman Dr	St Marys	OH	45885	463-203-8121
Thawng Lian	7545 W Sylvania Ave	Sylvania	OH	43560	469-897-0811
Thawng Lian Mawi	610 Carroll St	New Lexington	OH	43764	614-668-3297
Theik Mawing Sin	2115 E Dorothy Ln	Kettering	OH	45420	402-504-8941
Thla Hre	548 Clinton Ave	Washington Court House	OH	43160	614-946-9331
Thla Kem	4613 Marburg Ave	Cincinnati	OH	45209	614-678-9899
Thla Thang	1161 E Dayton Yellow Springs Rd	Fairborn	OH	45324	317-476-7521
Thla Tin Sung	8460 E Main St	Reynoldsburg	OH	43068	614-948-9509
Thomas Thang Jr	1425 Worthington Centre Dr	Worthington	OH	43085	614-815-0224
Tial Dim	4506 Brandt Pike	Dayton	OH	45424	317-772-4920
Tial Ling Thang	4100 Hunt Rd	Blue Ash	OH	45236	859-468-1172
Tial Peng Lian	7132 Hamilton Ave	Cincinnati	OH	45231	859-279-8276
Tial Sung	1230 Rombach Ave	Wilmington	OH	45177	463-250-1268

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Tial Sung Hnem	1745 Morse Rd	Columbus	OH	43229	240-370-4100
Tluang Bia	1510 Covington Ave	Piqua	OH	45356	317-605-0429
Tluang Ceu	100 E Court St	Cincinnati	OH	45202	317-474-9513
Tuan Iang	55 W Schrock Rd	Westerville	OH	43081	614-649-4460
Tuan Pu	3387 Maple Ave	Zanesville	OH	43701	614-597-6519
Tuan Sang	1996 Tiffin Ave	Findlay	OH	45840	309-203-6356
Tuang Sian Piang	9939 Montgomery Rd	Montgomery	OH	45242	614-203-9672
Va Phe	3491 N Bend Rd	Cincinnati	OH	45239	317-772-2915
Van Biak Hmun	800 W Coshocton St	Johnstown	OH	43031	859-866-9648
Van Biak Thang	2474 Stringtown Rd	Grove City	OH	43123	240-461-4207
Van Biak Thawng	60 Worthington Mall	Worthington	OH	43085	614-638-9282
Van Cin Thang	31550 Chieftain Dr	Logan	OH	43138	614-615-1957
Van Dawt Ceu	2028 E Harbor Rd	Port Clinton	OH	43452	614-680-7460
Van Dawt Ceu	226 E Perkins Ave	Sandusky	OH	44870	614-680-7460
Van Duh Bik	148 Towne Center Blvd	Maineville	OH	45039	859-628-5361
Van Hre Kio	850 S Hamilton Rd	Whitehall	OH	43213	614-957-6692
Van Lal Mawi	6950 Miami Ave	Cincinnati	OH	45243	270-791-3193
Van Nu Thang	3520 W Siebenthaler Ave	Dayton	OH	45406	614-804-2742
Van Nun Sang	5161 Hampsted Village Center Way	Columbus	OH	43054	614-508-3532
Van Sun Dim	1093 OH-28	Milford	OH	45150	317-503-9557
Van Tha Ceu	1700 W Park Square	Xenia	OH	45385	380-212-9989
Van Tha Thang	7345 S.R. 3	Westerville	OH	43082	859-206-8693
Van Tin Hei	731 W Market St	Troy	OH	45373	317-772-5596
Van Tin Thang	4500 Montgomery Rd	Cincinnati	OH	45212	801-755-2346
Victor Thang	3636 Springdale Rd	Cincinnati	OH	45251	513-460-3112
Za Ceu Thang	262 W Main St	Amelia	OH	45102	859-206-4979
Za Cung Hnin	3609 Warsaw Ave	Cincinnati	OH	45205	317-979-5262
Za Lian	7059 Orchard Centre Dr	Holland	OH	43528	859-786-5792
Za Lian Bik	555 W Marion Rd	Mount Gilead	OH	43338	614-817-6262
Za Uk	7300 Yankee Rd	Liberty Township	OH	45044	859-320-8085
Za Ukthang	1212 W Kemper Rd	Cincinnati	OH	45240	317-414-9790
Zaw Hteih	27322 Carronade Dr	Perrysburg	OH	43551	614-674-8848
Zi Aw	1060 Ashland Rd	Mansfield	OH	44905	214-694-8541
Hniang Dawt Sang	944 SW Veterans Way	Redmond	OR	97756	806-640-9847

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Al Boye	5771 Nolensville Pike	Nashville	TN	37221	509-309-4301
Aung Oo	4726 Traders Way	Thompson's Station	TN	37179	904-674-5133
Aye Thi Tha	123 Northcreek Blvd	Goodlettsville	TN	37072	206-742-1412
Bawi Mang	1776 W Northfield Blvd	Murfreesboro	TN	37129	615-821-7582
Bei Hmau	4432 Veterans Pkwy	Murfreesboro	TN	37128	303-748-3673
Bilu Sayaye Chautu	595 Hillsboro Rd #305	Franklin	TN	37064	615-267-8801
Blessing Aung	1820 Roane State Hwy	Harriman	TN	37748	615-481-4314
Chawngkhuma Manuna	143 Henslee Dr	Dickson	TN	37055	317-772-8370
Cho Cho Mar	10721 Chapman Hwy	Seymour	TN	37865	865-456-3947
David Camilo Cruz Hurtado	1010 N Main St	Shelbyville	TN	37160	615-968-0273
David Thang	800 Monroe St	Nashville	TN	37208	615-919-1603
Dawt Sung	1550 Oak Ridge Turnpike	Oak Ridge	TN	37830	317-665-1997
Dei Si Li	4400 Lebanon Pike	Hermitage	TN	37076	720-236-2049
Elizabeth Thang Hai	711 Gallatin Ave	Nashville	TN	37206	615-362-5437
Ezra Bawi Thang Ling	1203 Murfreesboro Rd	Franklin	TN	37064	616-648-0821
Fredrick James Shipp Jr	4900 Port Royal Rd	Spring Hill	TN	37174	615-734-9462
Hranglian Mawia	507 N Foothills Plaza Dr	Maryville	TN	37801	515-718-6891
Htoo Gay Mu	3930 Clarksville Pike	Nashville	TN	37218	270-320-8726
Joelay Naw	244 S Hall Rd	Alcoa	TN	37701	331-452-4564
Kap Thang Sanga	5201 N Broadway St	Knoxville	TN	37918	865-455-5095
Khaing Kyaw Thu	1805 W State of Franklin Rd	Johnson City	TN	37604	650-942-4919
Khin Maung San	1010 Glenbrook Way	Hendersonville	TN	37075	270-421-2076
Lal Hlun Mawii	143 McGavock Pk	Nashville	TN	37214	240-626-0356
Lal Hmun Siama	2600 Memorial Blvd	Springfield	TN	37172	317-600-1887
Lal Pian Thang	4120 N Mt Juliet Rd	Mt. Juliet	TN	37122	270-799-6540
Lal Pian Thang	845 Nashville Pike	Gallatin	TN	37066	270-799-6540
Lalven Thangi Khupno	220 Wears Valley Rd	Pigeon Forge	TN	37863	515-528-0418
Lang Za Cin	3054 Columbia Ave	Franklin	TN	37064	615-393-3853
Laraw Labang Shun	4409 Chapman Hwy	Knoxville	TN	37920	314-684-9820
Laura Helen	2284 Murfreesboro Pike	Nashville	TN	37217	615-926-6637
Lazaru Lin	6702 Clinton Hwy	Knoxville	TN	37912	865-947-3283
Lian Hu	2011 Nashville Pike	Gallatin	TN	37066	270-598-1683
Linda Win	8141 TN-100	Bellevue	TN	37221	615-200-4948
Line Mana	411 Whitman Rd	Franklin	TN	37064	585-230-7452

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Ling Zong	5319 Mt View Rd	Nashville	TN	37013	615-803-0569
Lu Tar	265 Highland Square	Crossville	TN	38555	615-545-2834
Mary Sang Nuam Hkawn	61 E Thimpson Ln	Nashville	TN	37221	615-424-0892
Mary Za Men	9501 S Northshore Dr	Knoxville	TN	37922	317-772-4745
Maryurie Yorlene Mendez Ortiz	1840 Decherd Blvd	Decherd	TN	37324	615-389-2384
Maryurie Yorlene Mendez Ortiz	1905 N Jackson St #500	Tullahoma	TN	37388	615-389-2384
Men Iang	9225 Kingston Pike	Knoxville	TN	37922	314-224-1787
Monica Mawi Mawi	2020 Mallory Ln	Franklin	TN	37067	615-775-4642
Muan Muan	210 Franklin Rd #100	Brentwood	TN	37027	615-390-5477
Mung Tawng	6690 Nolensville Rd	Brentwood	TN	37027	615-480-3622
Myint Myint Khaing	2015 Needmore Rd	Clarksville	TN	37042	270-392-4582
Nang Hkam Lahpai	845 Nashville Hwy	Columbia	TN	38401	615-513-6142
Pa Em	1489 Madison St	Clarksville	TN	37040	904-351-9718
Peng Thang	237 E Main St	Hendersonville	TN	37075	270-599-3944
Ram Zuan Uk	1202 S James Campbell Blvd	Columbia	TN	38401	629-251-4651
Ram Zuan Uk	301 S Ellington Pkwy	Lewisburg	TN	37091	629-251-4615
Ro Lian	5705 Charlotte Pike	Nashville	TN	37209	270-421-0319
Rorel Liana	4918 Kingston Pike	Knoxville	TN	37919	515-422-3424
Sang Ceu Bik	2217 N Broadway	Knoxville	TN	37917	317-308-0169
Sang Kung	510 Highway 76	White House	TN	37188	904-351-9166
Sarah Thang Leng	5145 Murfreesboro Rd	La Vergne	TN	37086	615-938-1855
Sharon Sui Kim	7087 Hwy 70 S	Nashville	TN	37221	317-978-6262
Siang Kip Par	2615 Franklin Pike	Nashville	TN	37204	270-779-5324
Siang Kip Par	2201 21st Ave S	Nashville	TN	37212	270-779-5324
Steven John Lal Ceu Lian	445 S Jefferson Ave	Cookeville	TN	38501	615-605-9690
Sui Ciang	1700 N Locust Ave	Lawrenceburg	TN	38464	616-254-9673
Sui Lian	1418 W Main St Ste. A	Lebanon	TN	37087	615-594-7665
Tha Par	2100 Lowes Dr	Clarksville	TN	37040	270-599-6231
Thang Deih Cin	110 Dover Crossing Rd	Clarksville	TN	37042	270-799-0984
Thang Thang	5544 Old Hickory Blvd	Hermitage	TN	37076	616-498-5953
Thang Thawn	401 S Mt Juliet Rd #200	Mt. Juliet	TN	37122	270-223-5258
Thanghre Lian	189 Brooklawn St	Farragut	TN	37934	865-789-0947
Thawng Khan Suan	463 Sam Ridley Pkwy W	Smyrna	TN	37167	615-455-0177
Theresa Nual	9161 Middlebrook Pike	Knoxville	TN	37923	865-308-8332

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Thloh Pi	5713 Edmondson Pike	Nashville	TN	37221	720-236-8425
Tin Thang	200 Gallatin Pike S	Madison	TN	37115	317-946-5093
Tumai Salaw	234 E Emory Rd	Powell	TN	37849	865-282-6899
Uk Cung Ling	2449 Old Fort Pkwy	Murfreesboro	TN	37128	317-415-3054
Van Duh	702 Winfield Dunn Pkwy	Sevierville	TN	37876	865-621-3322
Van Hmung Lian	2946 S Church St	Murfreesboro	TN	37127	615-306-3729
Van Thluai	4414 Asheville Hwy	Knoxville	TN	37914	317-453-7722
Vum Lei	2050 Lascassas Pike	Murfreesboro	TN	37130	615-625-8666
Winnie Min	2131 Abbott Martin Rd	Nashville	TN	37215	615-496-0428
Za Hmung	3410 Gallatin Pike	Nashville	TN	37216	364-201-3106
Za Thawng Lian	1410 Sparta St	McMinnville	TN	37110	615-568-8570
Zau Myet	2325 Memorial Blvd	Murfreesboro	TN	37129	980-989-9830
Aaron Ngun Sui Khal	14221 E Sam Houston Pkwy N	Houston	TX	77044	317-801-4788
Aaron Ngun Sui Khal	19300 W Lake Houston Pkwy	Humble	TX	77346	317-801-4788
Ah Tue	8323 West Broadway St	Pearland	TX	77584	281-748-2009
Amon Van Lal Lian	2619 Red Bluff Rd	Pasadena	TX	77506	409-249-6758
Aung Lin Moe	24350 Kuykendahl Rd	Tomball	TX	77375	832-641-7738
Aung Myo Oo	14710 Woodforest Blvd	Houston	TX	77015	832-812-0813
Bawi Cung	752 Wynnewood Village	Dallas	TX	75224	803-269-3850
Bawi Tha Tawng	9125 W Sam Houston Pkwy N	Houston	TX	77064	936-414-5172
Bei Lo Tla	1950 El Dorado Blvd	Houston	TX	77062	469-432-6624
Bei Lo Tla	250 S Egret Bay Blvd	League City	TX	77573	469-432-6624
Benjamin Chalthleng	6425 FM 1464	Richmond	TX	77407	832-709-3764
Biak Chin Par	4241 Capitol Ave	Dallas	TX	75204	214-680-0541
Biak Cin Thawng	3205 N University Dr	Nacogdoches	TX	75961	469-740-0015
Biak Cin Thawng	1215 North St	Nacogdoches	TX	75961	469-740-0015
Biak Hmung	25050 FM 1093	Richmond	TX	77406	281-782-0514
Biak Tha Cing	3771 Belt Line Rd	Addison	TX	75001	214-431-7579
Bil Kio	1406 W Walnut St	Garland	TX	75042	469-778-8227
Bu Ma Gri	360 Cypress Creek Pkwy	Houston	TX	77090	713-637-9678
Ca Len Sung	7100 Independence Pkwy	Plano	TX	75025	214-437-4126
Ca Maw	9330 Jones Rd	Houston	TX	77065	713-330-5626
Ca Soe Phy	8550 Hwy 6 N	Houston	TX	77095	346-503-3621
Caigui Chen	800 N Dixie Dr	Clute	TX	77531	917-912-3628

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Ceu Bik Thang	113 E Bonds Ranch Rd	Fort Worth	TX	76179	214-434-9285
Ceu Thang	1005 S Crowley Rd	Crowley	TX	76036	972-787-2475
Ceu Uk	3300 Texas Sage Trail	Fort Worth	TX	76177	817-363-0682
Chan Aung Sawng	20168 Eva St	Montgomery	TX	77356	512-760-1257
Chan Hram	500 Marketplace Blvd	Forney	TX	75126	469-618-7947
Chan Thawng	709 E Pipeline Rd	Hurst	TX	76053	214-428-5141
Chan Uk	1592 S Loop 288	Denton	TX	76205	214-574-0351
Chia Chin Wu	18030 FM 529	Cypress	TX	77433	832-606-2784
Christopher Kim	1250 N Preston Rd	Prosper	TX	75078	214-641-6207
Christopher Kim	2671 Little Elm Pkwy	Little Elm	TX	75068	214-641-6207
Cristhian Villagomez	6200 Hwy 6	Missouri City	TX	77459	713-922-6773
Cung Uk	1950 N Goliad St	Rockwall	TX	75087	214-994-7097
Daaimalay Phay	2350 SE Green Oaks Blvd	Arlington	TX	76018	720-372-6506
Dal Cin Kham	9475 FM1960 Bypass Rd W	Humble	TX	77338	832-244-1136
Daniel Ling Paing	2580 E Arkansas Ln	Arlington	TX	76014	972-537-6597
David Van Lal Awma	3245 FM518	Pearland	TX	77581	713-269-5278
Dawt Cin Hnem	3205 W Main St	Frisco	TX	75034	469-720-8112
Dawt Hlei Tial	3100 S Gordon St	Alvin	TX	77511	832-378-5632
Dawt Rem	2110 E Southlake Blvd	Southlake	TX	76092	214-705-5574
Deborah Chin	2109 Harwood Rd	Bedford	TX	76021	641-351-8213
Di Zim Par Mawi	4038 Old Denton Rd	Carrollton	TX	75007	469-450-8782
Engmawia Hnginglo	1352 W 43rd St	Houston	TX	77018	346-208-9316
Esther Par	1700 N Alexander Dr	Baytown	TX	77520	214-779-1732
Esther Thet	1712 Spring Green Blvd	Katy	TX	77494	832-431-4750
Hkawn Ja Jangmaw	2210 S Fielder Rd	Arlington	TX	76013	817-862-1504
Hkawn Tangbau	6651 N Beach St	Fort Worth	TX	76137	817-454-5132
Hla Aye	1804 N Velasco St	Angleton	TX	77515	346-542-6099
Hniang Zi	9303 Highway 6 S	Houston	TX	77083	281-780-5244
Hniang Hniang	3550 Spencer Hwy	Pasadena	TX	77504	832-443-1207
Hning Htang	2201 W. Grauwyler	Irving	TX	75061	214-543-1660
Hoi Dim	11565 S Texas 6	Sugar Land	TX	77498	832-388-5303
Hoi Za Hnem Tial	2475 Ascension Blvd	Arlington	TX	76006	214-407-0560
Hram Hup	1210 N Greenville Ave	Allen	TX	75002	309-430-4628
Hruai Ceu Lian	1060 N Main St	Euless	TX	76039	817-818-7242

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Hsamu Gaw Thaw	2750 E League City Parkway	League City	TX	77573	281-827-7709
Htay Wi Naw	976 Keller Pkwy	Keller	TX	76248	817-448-1157
Iang Hlei Par	12222 Jones Rd	Houston	TX	77070	409-519-9134
Iang Rem Sung	9150 N Tarrant Pkwy	North Richland Hills	TX	76182	214-760-3961
Ja Hpa Hpau Roi	5330 S Cooper St	Arlington	TX	76017	415-596-9203
Ja La Zinghang	6616 FM 1488 Rd	Magnolia	TX	77354	832-731-5445
Jacob Ngun Chum	4901 Maple Ave	Dallas	TX	75235	469-207-2073
James Uk	8011 W Grand Pkwy S	Richmond	TX	77407	281-780-6707
Jenevy Ngun	1820 N Loy Lake Rd	Sherman	TX	75090	214-429-7383
Jenny Glazik	15802 Champion Forest Dr	Spring	TX	77379	346-544-9950
Jeremiah Khai	3510 Altamesa Blvd	Fort Worth	TX	76133	817-217-9226
Jerku Khenglawt Santisi	2709 Cross Timbers Rd	Flower Mound	TX	75028	469-888-1881
Jerku Khenglawt Santisi	3400 FM 407 E	Bartonville	TX	76226	469-888-1881
Jerku Khenglawt Santisi	1101 Flower Mound Rd	Flower Mound	TX	75028	469-888-1881
Ji Young Kim	22150 Westheimer Pkwy	Houston	TX	77450	832-878-0733
Johan Sang	4650 West University Dr	Prosper	TX	75078	972-522-8253
Jordan Cinzah	12221 Custer Rd	Frisco	TX	75035	317-605-4475
Kai Lian Thang	2061 Rufe Snow Dr	Keller	TX	76248	469-567-7593
Kap Lian	6850 N Shiloh Rd	Garland	TX	75044	214-530-1143
Kareng Dau Nan	8000 Research Forest Dr	The Woodlands	TX	77382	346-855-2953
Kei Lian Kap	1001 N Beckley Ave #500	DeSoto	TX	75115	214-854-0806
Kei Lian Kap	4017 14th St	Plano	TX	75074	214-854-0806
Kep Hlei Thang	3001 Matlock Rd	Mansfield	TX	76063	469-671-4374
Khua Cung	12600 N Beach St	Fort Worth	TX	76244	817-524-7581
Khuang Kai	1212 E Bethany Dr	Allen	TX	75002	720-518-8091
Khuang Zi	2925 Custer Rd	Plano	TX	75075	469-709-0223
Kloh Ree	4747 Research Forest Dr	The Woodlands	TX	77381	346-401-9769
Lai Lai Kyaw	13135 Louetta Rd	Cypress	TX	77429	832-870-4814
Lai Ram Thang	7505 N MacArthur Blvd	Irving	TX	75063	972-877-0910
Lal Crosshlu Cross	3731 Riley Fuzzel Rd	Spring	TX	77386	828-279-7236
Lal Dik	1653 Basswood Blvd	Fort Worth	TX	76131	214-607-5817
Lal Hruai Tluang	6315 Garth Rd	Baytown	TX	77521	832-265-3913
Lal Neih Sawn	6767 Spencer Hwy	Pasadena	TX	77505	832-798-7488
Lal Rin Chan	4142 Cedar Springs Rd	Dallas	TX	75220	972-381-0146

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Ma Puii	3612 N Belt Line Rd	Irving	TX	75062	414-439-5958
Mah Zung Rem	4825 Sweetwater Blvd	Sugar Land	TX	77479	832-618-4967
Mang Bawi Hup	160 N Coit Rd	Richardson	TX	75080	469-650-9936
Mang Thio Lian	14060 Farm to Market 2920	Tomball	TX	77377	281-662-0430
Mang Za Hliang	536 Centennial Blvd	Richardson	TX	75081	469-835-4511
Mathar Ngun Siang	5101 W Sublett Rd	Arlington	TX	76017	817-302-6792
Maung Khin Thien	3135 E Fm 528 Rd	Friendswood	TX	77546	682-365-4946
May Thang	5671 Treaschwig Rd	Spring	TX	77373	936-590-6249
Melody Ling	1905 El Mar Ln	Seabrook	TX	77586	469-464-8674
Min Ding	24401 Brazos Town Crossing	Rosenberg	TX	77471	832-416-5780
Min Ho Kim	3541 Palmer Hwy	Texas City	TX	77590	213-820-2082
Min Ho Kim	2700 W Grand Pkwy N	Katy	TX	77449	213-820-2082
Min Ho Kim	1520 Eldridge Pkwy	Houston	TX	77077	213-820-2082
Min Ho Kim	151 N Friendswood Dr	Friendswood	TX	77546	213-820-2082
Moe Aung	2525 I-20	Grand Prairie	TX	75052	469-661-4688
Monica Hno Hngel	6322 Telephone Rd	Houston	TX	77087	832-348-3079
Myint Hein	11003 Shadow Creek Pkwy	Pearland	TX	77584	832-966-4804
Myint Soe	25651 Highway 59 N	Kingwood	TX	77339	270-935-3489
Myo Zaw Aung	2303 Boonville Rd	Bryan	TX	77808	716-572-7386
Naw Bawk Npawt	10010 Cypresswood Dr	Houston	TX	77070	832-865-8823
Naw Seng Sum Lut	325 E Spring St	Palestine	TX	75801	817-773-0176
Ne Lin	223 IH 45 South	Huntsville	TX	77340	808-751-5949
Nee Nee Myar Htun	8745 Spring Cypress Rd	Spring	TX	77379	832-706-7787
Nelson Biak	235 E FM 1382	Cedar Hill	TX	75104	469-867-7264
Nga Reh	12400 Farm to Market 1960 Rd W	Houston	TX	77065	832-869-6463
Ngun Dim	5021 Teasley Ln	Denton	TX	76210	702-764-7627
Ngun Lian Mang	200 W Camp Wisdom Rd	Duncanville	TX	75116	469-769-2007
Ngun Thar Bor	7500 Preston Rd	Frisco	TX	75034	214-686-8789
Ni Ni	9140 Forest Ln	Dallas	TX	75243	602-578-9727
Ni Ni	1310 Clarksville	Paris	TX	75460	602-578-9727
Nicholas Cung	10677 E NW Hwy	Dallas	TX	75238	319-504-6993
Nomi Biak Nawn Sung	5241 N Tarrant Pkwy	Fort Worth	TX	76244	972-537-7049
Olive Zing Hnem	2721 Sam Rayburn Hwy	Melissa	TX	75454	469-516-6969
Par Thluai	12434 TX-249	Houston	TX	77086	832-756-4835

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Pathang Kualsim	20355 Cypresswood Dr	Cypress	TX	77433	832-988-2921
Qian Qiao	9703 Barker Cypress Rd	Cypress	TX	77433	713-470-7134
Qian Qiao	1938 West Gray St	Houston	TX	77019	713-470-7134
Rang Zang Ling	9135 Blvd 26 STE 250	North Richland Hills	TX	76180	817-344-0040
Rasheed Li	14344 Memorial Dr	Houston	TX	77079	832-646-5244
Ren Zeng	1035 N Shepherd Dr	Houston	TX	77008	713-449-1820
Ro Zar Puia	5730 Seawall Blvd	Galveston	TX	77551	713-933-5574
Sa Zin Htoo Naing	18861 University Blvd	Sugar Land	TX	77479	713-732-8688
San Pi	2200 FM 663	Midlothian	TX	76065	832-970-8353
Sanda Cung	4851 Legacy Dr	Frisco	TX	75034	214-710-4253
Sang Cung	1801 N Lake Forest Dr	McKinney	TX	75071	214-235-9765
Santos Alfredo Pineda	9806 Gaston Rd	Katy	TX	77494	346-477-5784
Saw Wai Lin Htoo	12620 Woodforest Blvd	Houston	TX	77015	405-505-4175
Saw Ye Lin Kyi	3820 Atascocita Rd	Humble	TX	77396	317-737-7128
Sengtawng Chyana	9114 Camp Bowie West Blvd	Fort Worth	TX	76116	682-240-5996
Shize Yang	16400 El Camino Real	Houston	TX	77062	346-719-3400
Siang Hu	10250 Hwy 6	Chandler	TX	77459	832-342-8516
Simon Michey	7201 26 Blvd	North Richland Hills	TX	76180	817-443-8017
Simonzar Lian	2301 Rayford Rd	Spring	TX	77386	281-662-4964
Son Son Aye	3410 Northpark Dr	Kingwood	TX	77345	832-266-2349
Sonia Van Pen Sung	1631 SW Wilshire Blvd	Burleson	TX	76028	817-818-8161
Steven Sui Hlun Sia Ling	1320 W McDermott Dr	Allen	TX	75013	630-923-2791
Sui Bawi Thang	3120 S University Dr	Fort Worth	TX	76109	817-874-7425
Sui Cer Iang	950 E Sandy Lake Rd	Coppell	TX	75019	309-317-8849
Sui Cer Iang	3915 US-377	Granbury	TX	76049	309-317-8849
Sui Nei Mawi	9919 Westheimer Rd	Houston	TX	77042	806-437-0626
Sui Tha	3305 Dallas Pkwy	Plano	TX	75093	469-877-8459
Sung Hniang	3965 Dowlen Rd	Beaumont	TX	77706	214-772-7860
Sung Sung	17456 Spring Cypress Rd	Cypress	TX	77429	832-888-4627
Sung Tlia	313 E Pioneer Pkwy	Grand Prairie	TX	75051	214-916-6694
Susan Hlaing Oo	1300 W Fairmont Pkwy	La Porte	TX	77571	346-256-1212
Susan Hlaing Oo	12555 Briar Forest Dr	Houston	TX	77077	346-256-1212
T Mwee Moon Klenwah	12605 I-45 N	Willis	TX	77318	832-287-1187
Tha Cung	3535 Longmire Dr	College Station	TX	77845	469-841-8733

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Than Naing Aung	4221 Telephone Rd	Dallas	TX	75241	817-344-8206
Than Naing Aung	1617 W Henderson St	Cleburne	TX	76033	817-344-8206
Than Tluang	300 E End Blvd N	Marshall	TX	75670	504-516-4127
Thang Awi	2608 FM 544	Wylie	TX	75098	214-907-9603
Thang Za Lian	341 S Loop 336 W	Conroe	TX	77304	469-867-3569
Thao Thi Thanh Do	6350 N Eldridge Pkwy	Houston	TX	77041	346-256-1240
Thawng Thang Lian	701 W Marshall Ave	Longview	TX	75601	469-395-7170
Thla Thawn Mang	3600 Gus Thomasson Rd ste 150	Mesquite	TX	75150	214-646-7848
Tial Sung	5665 E Mockingbird Ln	Dallas	TX	75206	254-229-2327
Tial Zing	525 N Galloway Ave	Mesquite	TX	75149	469-456-5032
Tluang Hnin Thang	2935 Ridge Rd	Rockwall	TX	75032	469-618-7926
Tluang Hnin Thang	1919 Faithon P Lucas Sr Blvd	Mesquite	TX	75181	469-618-7926
Tluang Kip Thanga	1550 Grand Parkway	Katy	TX	77493	346-205-4398
Tuan Ceu	3300 E Broad St	Mansfield	TX	76063	972-537-7865
Uk Lian Thang	6055 N Fry Rd	Katy	TX	77449	346-221-2093
Van Bawi Sung	500 W University Dr	Denton	TX	76201	469-994-4993
Van Biak Cuai	11701 S Sam Houston Pkwy E	Houston	TX	77089	832-332-1825
Van Khum Lian	17194 Preston Rd	Dallas	TX	75248	309-278-2189
Van Lian	515 MacArthur Blvd	Irving	TX	75060	214-597-6514
Van Lian Cung	11925 Elam Rd	Balch Springs	TX	75180	214-971-3098
Van Ni Or	5190 Hwy 78	Sachse	TX	75048	469-632-2443
Van Run Iang	4620 SH 121	Lewisville	TX	75056	469-386-9380
Xionefeng Liang	1505 Wirt Rd	Houston	TX	77056	646-238-7287
Ya Lu Bu	301 S Bowen Rd	Arlington	TX	76013	817-862-6555
Yongwei Li	2222 Interstate 45 N	Conroe	TX	77301	346-218-4568
Yuan Qiao	1440 Studemont St	Houston	TX	77007	713-494-4372
Yuan Qiao	5150 Buffalo Speedway	Houston	TX	77005	346-587-8292
Yuan Qiao	7747 Kirby Dr	Houston	TX	77030	346-587-8292
Yunyan Fei	22030 Market Place Dr	New Caney	TX	77357	832-773-3910
Yuzhen Wang	1920 W League City Pkwy	League City	TX	77573	713-494-4372
Yuzhen Wang	1801 South Voss Rd	Houston	TX	77057	713-494-4372
Yuzhen Wang	10306 S Post Oak Rd	Houston	TX	77035	713-494-4372
Za Bik	4750 W Bailey Boswell Rd,	Fort Worth	TX	76179	469-237-6120
Za Len Mawia	18518 Kuykendahl Rd	Spring	TX	77379	515-322-4052

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Za Peng Lian	945 W Lamar Blvd	Arlington	TX	76012	469-254-1224
Zai Sung	3939 Frankford Rd	Dallas	TX	75287	469-394-0575
Zam Vung	4000 Polk St	Houston	TX	77023	832-416-9833
Zathawnghu Sangpi	9617 Coit Rd	Plano	TX	75025	469-671-4686
Zing Hleipar Cung	5701 W Pleasant Ridge Rd	Arlington	TX	76016	469-903-7009
Zung Kim	2150 Spring Stuebner Rd	Spring	TX	77389	713-449-4690
A Dawn San	565 S Mall Dr	St George	UT	84790	801-680-2013
Bernadeth Cruz	1370 W 200 N	Kaysville	UT	84037	801-803-9169
Betty Perry	665 W 5300 S	Murray	UT	84123	801-755-2346
Biak Cung Uk	555 S 200 W	Bountiful	UT	84010	385-237-7981
Biak Tum Ling	5710 W 7800 S	West Jordan	UT	84081	801-864-3754
Chung Thang	455 S 500 E	Salt Lake City	UT	84103	801-651-8088
Dae Mu Htoo	4080 W 9000 S	West Jordan	UT	84088	385-436-1687
David Buonto	1170 E Gentile St	Layton	UT	84040	435-862-8683
Dawt Tha Chin Sung	876 E 800 S	Salt Lake City	UT	84102	801-918-4323
Dawt Tha Iang	1550 E 3500 N	Lehi	UT	84043	385-419-8009
Doi La Sayaw	217 N 2000 W	West Point	UT	84015	904-405-8348
Hla Maung Thein	614 W 2600 S	Woods Cross	UT	84010	801-971-7893
Jaing Lahpai Bradley	5620 W 4100 S	West Valley City	UT	84128	801-719-7703
Joshua Khualsim	13893 S Redwood Rd	Bluffdale	UT	84065	385-227-6012
Ka Nan Par	3215 S Valley St	Salt Lake City	UT	84109	385-388-3834
Kan Thun	1117 W 400 S	Springville	UT	84663	806-420-8819
Lailyn Amigleo	1820 W 9000 S	West Jordan	UT	84088	347-345-6606
Lal Nun Thara	2353 N Main St	Sunset	UT	84015	317-414-8290
Lal Zar Zo	980 E Fort Union Blvd	Midvale	UT	84047	801-604-5231
Lay Win	442 N 175 E	Logan	UT	84321	435-557-2309
Lu Mai Jinghkang	922 E 2100 S	Salt Lake City	UT	84106	385-227-4139
Mang Khup	689 N Redwood Rd	Saratoga Springs	UT	84045	317-531-6413
Mang Te	4582 S Pioneer Rd	St. George	UT	84790	515-200-8007
Maria Isabel Soto	750 N Main St	Logan	UT	84321	385-235-9476
Nu Par	845 E 4500 S	Salt Lake City	UT	84107	385-388-3581
Oak Soe Paing Kyaw	156 S Main St	Brigham City	UT	84302	916-330-0373
Pau Khaw Khai	402 6th Ave	Salt Lake City	UT	84103	801-462-5154
Perlyne Balacio	4275 Harrison Blvd	Ogden	UT	84403	385-495-7878

Snowfruit Current Franchisees
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Perlyne Balacio	951 W 1700 S	Syracuse	UT	84075	385-495-7878
Perlyne Balacio	2434 N Washington Rd Blvd	North Ogden	UT	84414	385-495-7878
Raymond Aung Marip	1485 Harrison Blvd	Ogden	UT	84404	801-232-7561
Safiya Ibragimova	2039 E 9400 S	Sandy	UT	84093	801-906-1104
Salai Min Thu	7061 S Redwood Rd	West Jordan	UT	84084	801-889 0041
Samuel Bawitlai	350 N Freedom Blvd	Provo	UT	84601	806-282-4723
Samuel Bawitlai	2483 N Main St	Tooele	UT	84074	806-282-4723
Sum Kuk	425 S Main St	Moab	UT	84532	563-316-4886
Sunday Aung	1725 Uinta Way	Park City	UT	84098	385-207-3609
Thawng Lian Ceu	4643 4000 W	West Valley City	UT	84120	385-388-3834
Tial Hnem Mawi	5448 W Daybreak Pkwy	South Jordan	UT	84095	319-529-6776
Umid Vakhbiyev	10305 S 1300 E	Sandy	UT	84094	801-906-1104
Van Lal Sawm	5560 13400 S	Herriman	UT	84096	801-502-4595
Van Ram Mawi	1316 US-89	Farmington	UT	84025	801-680-8850
Van Ro Lian Uk	212 E 12300 S	Draper	UT	84020	513-526-9122
Van Za Hmung	744 N Main St	Heber City	UT	84032	801-652-1886
Zu Kaw	45 S State St	Orem	UT	84058	806-703-9836
Ah Phu Sar	3330 Virginia Beach Blvd	Virginia Beach	VA	23452	757-530-1010
Alejandra Diaz Escalona	245 Arch Ave	Waynesboro	VA	22980	540-620-2721
Alejandra Diaz Escalona	850 Statler Blvd	Staunton	VA	24401	540-817-7541
Arkar S Myint	555 N Franklin St	Christiansburg	VA	24073	848-433-2986
Batbayar Ulziit	80 Westlake Rd	Hardy	VA	24101	540-915-0725
Brang Aung Maran	1653 Sentinel Dr	Chesapeake	VA	23320	585-713-8157
Brang Ja Mahka	13201 Rittenhouse Dr	Midlothian	VA	23112	804-298-0482
Brang Nan Marip	9000 Staples Mill Rd	Henrico	VA	23228	757-876-2170
Bu Mar	975 Providence Square Shopping Center	Virginia Beach	VA	23464	757-597-1477
Bu Meh	1800 Republic Rd	Virginia Beach	VA	23454	970-518-9601
Buyanzul Soninbaatar	4488 Electric Rd	Roanoke	VA	24018	574-377-7962
Chan Mar Phong Sar	1401 N Main St	Suffolk	VA	23434	720-299-9400
Christine Lee	3001 Polo Parkway	Midlothian	VA	23113	804-878-8380
Dim Piang	5007-2 Victory Blvd	Yorktown	VA	23693	415-603-8193
Duh Thluai Cin	7223 Williamson Rd	Roanoke	VA	24019	540-355-5912
Ek Yuel Yim	9351 Atlee Rd	Mechanicsville	VA	23116	540-915-0969
Erdenechimeg Dorjjantsan	903 University City Blvd	Blacksburg	VA	24060	574-377-6383

Snowfruit Current Franchisees
as of March 31, 2026

Francesca Rae Ramos Lainez	1017 University Blvd	Suffolk	VA	23434	757-755-0764
Gumsan Aung Marip	4816 S Laburnum Ave	Richmond	VA	23231	804-787-3335
Hkun Awng Malut Nlu	2821 Hicks Rd	North Chesterfield	VA	23235	804-803-6758
Htay Htay Maw	1159 Emmet St N	Charlottesville	VA	22903	434-960-9080
Htee Shee	3970 Valley Gateway Blvd	Roanoke	VA	24012	540-494-5112
Hyun Ok Kim	14101 Midlothian Tpke	Midlothian	VA	23113	804-334-9100
Jamai Lu Marip	3507 W Cary St	Richmond	VA	23221	804-916-0129
Johnny Paedu	1282 Smithfield Plaza	Smithfield	VA	23430	336-615-0895
Joon Han Lee	1356 Gaskins Rd	Richmond	VA	23238	646-821-6616
Kathy Han	901 North Lombardy St	Richmond	VA	23220	540-537-2426
Ki Paing	6500 George Washington Memorial Hwy	Grafton	VA	23692	757-401-0904
Kozi Malong Changmar	309 S Battlefield Blvd	Chesapeake	VA	23322	918-982-0803
Kyrillos Samir Azer	9480 West Broad St	Richmond	VA	23294	804-368-5752
Lai Ram Lian Thang	1322 S Main St	Blacksburg	VA	24060	214-489-0021
Lay Lay Htoo	3971 Brambleton Ave	Roanoke	VA	24018	214-402-7709
Lu Reh	1050 W Mercury Blvd	Hampton	VA	23666	336-813-7881
Ma Htu Mahka	11895 W Broad St	Richmond	VA	23233	804-928-2588
Ma Htu Mahka	1510 Eastridge Rd	Richmond	VA	23229	804-928-2588
Mar Ku	4625 Shore Dr	Virginia Beach	VA	23455	757-690-5715
Mi Jin Kim	12726 Jefferson Davis Hwy	Chester	VA	23831	804-238-0015
Mu Paw	1980 Rio Hill Center	Charlottesville	VA	22901	434-282-9040
Myint Zuthin David	422 East Nelson Street	Lexington	VA	24450	434-227-2856
Myoung Kang	10800 Iron Bridge Rd	Chester	VA	23831	703-323-4989
Ngin Do Sian Mang	2012 Wards Rd	Lynchburg	VA	24502	415-797-8675
Ngun Bawi Thang	15069 Forest Rd	Forest	VA	24551	317-652-1968
Nightingale Htoo	5050 Rutgers St NW	Roanoke	VA	24013	540-494-5112
Olonbayar Ravdandorj	614 Brandon Ave SW	Roanoke	VA	24015	540-798-4153
Pa Lung	1477 W Main St	Salem	VA	24153	540-519-0695
Pa Lung	72 Kingston Dr	Daleville	VA	24083	540-519-0695
Pau Za Thang	4404 Brambleton Ave	Roanoke	VA	24018	540-613-0560
Pekhlua Lal	6335 Mechanicsville Turnpike	Mechanicsville	VA	23111	210-306-8072
Seryeon Lee	7000 Tim Price Way	Richmond	VA	23225	213-369-3611
Thai Iang Zi	1925 Electric Rd	Salem	VA	24153	540-892-9526
Thang Hlei	1301 Frederick Blvd	Portsmouth	VA	23707	301-256-1505

Snowfruit Current Franchisees
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Thla Thawng	161 Electric Rd	Salem	VA	24153	463-207-8797
Tu Hkawng Mapang	1464 Mt Pleasant Rd	Chesapeake	VA	23322	910-465-5359
Tu Nan	1790 E Market St	Harrisonburg	VA	22801	540-746-3588
Van Bawi Uk	7805 Timberlake Rd	Lynchburg	VA	24502	469-671-4940
Yoon Sup Shim	1601 Willow Lawn Dr	Richmond	VA	23230	302-465-4234
Yu She Ya	3901 Holland Rd	Virginia Beach	VA	23452	210-723-6805
Zo Pa Lian	915 Hardy Rd	Vinton	VA	24179	540-892-8522
Bawk Naw Hkawgap	401 NW 12th Ave	Battle Ground	WA	98604	360-949-3318
Mary Van	101 Wellsian Way	Richland	WA	99352	509-302-0562
Naw Zin Zin	2811 W 10th Ave	Kennewick	WA	99336	509-579-6598
Ah Chyang	8151 W Bluemound Rd	Milwaukee	WI	53213	929-393-4159
Ah Nin Marip	301 Falls Rd	Grafton	WI	53024	469-688-7612
Ah Pi Man Hong	1530 S Commercial St	Neenah	WI	54956	716-445-8098
Ah Pi Man Hong	828 Fox Point Plaza	Neenah	WI	54956	716-445-8098
Bawi Hrin Thang	9200 N Green Bay Rd	Brown Deer	WI	53209	414-552-7360
Bawi Uk Lian Phutin	1317 N 25th St	Sheboygan	WI	53081	463-265-5674
Bawi Za Uk	5800 S 108th St	Hales Comers	WI	53130	414-418-7450
Biak Lal	1500 Pinecrest Ave	Stevens Point	WI	54481	641-854-1656
Biak Mang	5710 75th St	Kenosha	WI	53143	414-861-9523
Ceng Thawng Lian	640 E Main St	Sun Prairie	WI	53590	317-909-6882
Chris Mang Za Nawl	1123 N Van Buren St	Milwaukee	WI	53202	414-882-9029
Cung Lawm Zual	3161 Village Square Dr	Hartland	WI	53029	414-458-5346
Dae Reh	17630 W Bluemound Rd	Brookfield	WI	53045	970-380-2389
De Li	2400 W Wisconsin Ave	Appleton	WI	54914	515-770-1697
Duh Chin Sung	2625 S 108th St	West Allis	WI	53227	414-999-5904
Emily Dawt Iang	7780 S Lovers Lane Rd	Franklin	WI	53132	414-458-1517
Hkawn Nu	2811 18th St	Kenosha	WI	53140	801-792-8345
Hnem Cuai	511 W Calumet St	Appleton	WI	54915	414-554-3493
Hnem Pui	S74 W17005 Janesville Rd	Muskego	WI	53150	713-410-4151
Hnin Phyu	1750 U.S. Hwy 51	Stoughton	WI	53589	217-370-7779
Hoi Vang	1008 Milwaukee Ave	Burlington	WI	53105	317-919-5463
Hrang Hrin Biak Zual	4075 N Oakland Ave	Shorewood	WI	53211	253-893-9860
Hser Law Eh Wah	1291 Lombardi Access Rd	Green Bay	WI	54304	920-930-2496
Ja Seng Roi	1220 W Sunset Dr	Waukesha	WI	53189	414-400-2339

Snowfruit Current Franchisees
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John Pek Sang	624 S Church St	Watertown	WI	53094	515-499-1257
Keal Err	N112W16200 Mequon Rd	Germantown	WI	53022	414-775-5616
Kil Tu	4279 S 76th St	Greenfield	WI	53220	414-254-2588
Ko Reh Htay	1405 Capitol Dr	Pewaukee	WI	53072	531-220-6437
Ku Kapru	1717 N Mayfair Rd	Wauwatosa	WI	53226	414-522-4736
Lal Chuan Lian	6800 Century Ave	Middleton	WI	53562	737-203-0270
Lal Hming Lian Thang	7401 W Good Hope Road	Milwaukee	WI	53223	417-416-1583
Lian Hnin	5111 Douglas Ave	Racine	WI	53402	414-213-7452
Lian Mang	3650 University Ave	Madison	WI	53705	608-686-4028
Mang Cung	N77 W14435 Appleton Ave	Menomonee Falls	WI	53051	262-933-9465
Mary Sang Hming Liani	2518 W Washington St	West Bend	WI	53095	317-728-0137
Maung Bu Khaing	55 W Pioneer Rd	Fond du Lac	WI	54935	414-779-4117
May Zun Win	5700 W Capitol Dr	Milwaukee	WI	53216	262-825-1788
Miang Sui	760 W Johnson St	Fond Du Lac	WI	54935	317-603-2764
Nang Yu Yu	1900 Jackson St	Oshkosh	WI	54901	920-216-8140
Naw San	15445 W National Ave	New Berlin	WI	53151	414-828-1319
Nawl Tling	1010 N Rochester St	Mukwonago	WI	53149	214-497-2602
Ngun Maung	6969 N Port Washington Rd	Milwaukee	WI	53217	904-316-9031
No Cung	6950 W. State St	Wauwatosa	WI	53213	317-626-8209
Olivia Hranglung	2160 Silvernail Rd	Pewaukee	WI	53072	414-326-0647
Par Iang Hnem	4698 S Whitnall Ave	St Francis	WI	53236	414-587-5534
Par Te	N95 W18351 County Ln Road	Menomonee Falls	WI	53051	515-350-5551
Patrick Thein	1819 Main St	Green Bay	WI	54302	920-217-0419
Peng Lian	6462 S 27th St	Oak Creek	WI	53154	414-595-8518
Roland Ceu Mang	2700 N Ballard Rd	Appleton	WI	54911	317-798-7322
Rose Nguntha Iang	12735 W Capitol Dr	Brookfield	WI	53005	270-645-7629
Ruth Sui Iang	7201 S 76th St	Franklin	WI	53132	214-864-0615
Sa Aung M Hien	6760 W National Ave	West Allis	WI	53214	414-639-0184
Steven Ling	6010 Cottage Grove Rd	Madison	WI	53718	317-652-4652
Sui Hlei	2820 S Green Bay Rd	Mt Pleasant	WI	53406	214-780-7310
Sui Rem Mawi	250 W Holt Ave	Milwaukee	WI	53207	414-736-6374
Sui Tin Mawi	1202 N Green Bay Rd	Mt Pleasant	WI	53406	414-795-1652
Sung Iang Bawi Hrin	1300 Pabst Farms Cir	Oconomowoc	WI	53066	317-665-7983
Synram Wadamhkong	N48 W36903 E Wisconsin Ave	Oconomowoc	WI	53066	414-323-9341

Snowfruit Current Franchisees
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Tha Hlei Sung Ci	6540 Monona Dr	Monona	WI	53716	317-800-3624
Thant Zin Oo	900 E Riverview Expy	Wisconsin Rapids	WI	54494	936-332-3897
Thee Thee Moo	1100 E Garfield Ave	Milwaukee	WI	53212	262-682-0137
Thet Naing Win	2064 Lime Kiln Rd	Bellevue	WI	54311	414-204-6810
Thla Cung	2201 Miller Park Way	West Milwaukee	WI	53219	414-736-4599
Ti Da Aye	1940 S Koeller St	Oshkosh	WI	54902	317-701-5607
Tial Fam	N65W24838 Main St	Sussex	WI	53089	414-334-9232
Tluang Awi	8770 S. Howell Ave	Oak Creek	WI	53154	262-283-9358
Tuan Cung	405 N Wales Rd	Wales	WI	53183	414-458-5346
Tuan Thang	11558 N Port Washington Rd	Mequon	WI	53092	903-209-9970
Van Iang Hnem	515 N Milwaukee St	Waterford	WI	53185	210-346-7322
Van Lian Cung	2538 Ironwood Dr	Sun Prairie	WI	53590	317-501-3150
Van Siang	2806 Schofield Ave	Schofiled	WI	54476	630-456-6317
Van Thluai	220 E Sunset Dr	Waukesha	WI	53189	414-446-1630
Van Tum Sang	15170 W Greenfield Ave	Brookfield	WI	53005	432-556-7637
Van Za Len Thluai	605 E Lyon St	Milwaukee	WI	53202	414-779-5284
Wai Yan Htoo	641 S Central Ave	Marshfield	WI	54449	917-984-8819
Yao Lor	261 Junction Rd	Madison	WI	53717	608-209-5339
Za Hlei Par	17295 W Capitol Dr	Brookfield	WI	53045	417-370-2174
Zai Monghong	1850 Plover Rd	Plover	WI	54467	469-957-9067
Zonunmawi Thlaute	1629 S Main St	West Bend	WI	53095	314-650-0388
Antony Aye Lwin	133 Beckley Crossing SHPG CTR	Beckley	WV	25801	412-200-8361
Biak Peng Lahnin	6360 US-60	Barboursville	WV	25504	443-240-3308
Edy Suprianto	500 Suncrest Town Centre Dr	Morgantown	WV	26505	240-698-9212
Helena Mang Cuai	1229 Stafford Dr	Princeton	WV	24740	630-639-3157
Imam Bin Kaselan	100 St Thomas Dr	Weirton	WV	26062	724-797-6425
Rung Ceu	1100 Fledderjohn Rd	Charleston	WV	25314	317-600-9165
Tial Thawng	5 River Walk Mall	South Charleston	WV	25303	319-212-0284
Tluang Bawi Cung	5717 MacCorkle Ave SE	Charleston	WV	25304	432-254-3407
Yar Zar Tun	19 7th Ave W	Huntington	WV	25701	980-250-4422
Yar Zar Tun	2627 5th Ave	Huntington	WV	25702	980-250-4422
Ye Min Hla	200 Mount Dechantal Rd	Wheeling	WV	26003	304-224-6593
Za Uk	1439 MacCorkle Ave	St. Albans	WV	25177	563-316-0876
Prya Reh Ree Lo	3702 Dell Range Blvd	Cheyenne	WY	82009	531-220-2645

EXHIBIT G
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

LIST OF TERMINATED FRANCHISES

Snowfruit Terminated Franchisees
as of March 31, 2026

Name	City	State	Telephone number
Oscar Guan	Auburn	AL	626-759-4870
Oscar Guan	Opelika	AL	626-759-4869
Kyaw Thein Oo	Scottsdale	AZ	602-517-4638
Thian Nuam Kim	Cave Creek	AZ	602-579-4738
Soe Moe Win Aung	Groveland	FL	919-357-7992
Cho Cho	Augusta	GA	507-530-6444
Cin Khai	Macon	GA	404-824-4159
Cindy Oasis	Richmond Hill	GA	315-723-3812
Cung Hnem	Milledgeville	GA	469-671-9714
Cung Thawng	Rincon	GA	515-721-5272
David Mang	Carrollton	GA	470-209-9723
Eh Eh	Martinez	GA	803-269-4455
Eh Kaw	Augusta	GA	839-399-0960
Gay Doh Moo	Warner Robins	GA	478-213-8502
Hau Nuam Mang	Hinesville	GA	404-551-7362
Htan San	Waycross	GA	904-309-4611
Jeffrey Ywa Hay Htoo	Dublin	GA	803-477-5254
JP Mah Chei	Savannah	GA	432-880-3303
Khamh Ceu Uk	Savannah	GA	913-634-8972
Nyi Nyi Zaw	Savannah	GA	317-982-8511
Phung Hnin Subia	Macon	GA	317-832-8658
Rual Heih Cung	Savannah	GA	913-608-0802
Steven Tial Cem Thang	Macon	GA	269-366-7849
Sui Chan Ceu	Macon	GA	317-331-8083
Sui Tin Tial	Savannah	GA	309-368-4536
Sunbright Lee Lu	Evans	GA	919-343-6521
Tha Chin Par Sia Khel	Bonaire	GA	317-360-2040
Thang Sian Mung	Macon	GA	754-801-3750
Tin Vang	Warner Robins	GA	317-672-8692
Tun Ming Tha	Bluffton	GA	704-713-8613
Van Hnin	Macon	GA	317-282-3905
Van Sui Thang	Savannah	GA	214-257-3190
Vareeporn Sukcharoenvipharat	Grovetown	GA	336-543-5051
Biak Chin Par	Marietta	GA	404-453-8126
Chou Mooi See Thou	Canton	GA	678-200-9899
Cin Geel Tung	Roswell	GA	678-305-8753
Cing Ngaih Lian	Johns Creek	GA	404-453-6919
Cing Pi	Douglasville	GA	770-560-9842
Cing Za Nuam	Canton	GA	404-839-8434
Da Jung Jung	Atlanta	GA	706-616-3535
Dal Khai	Marietta	GA	678-592-3326
Dawt Hlei Sung	Rome	GA	762-204-5317
Do Sian Khai Tangpua	Woodstock	GA	678-301-8427
Gin Suan Nang	Atlanta	GA	404-399-0245
Hailong Long Hou	Lithia Springs	GA	404-731-3988
Hannah Sui	Mableton	GA	404-645-9503

Snowfruit Terminated Franchisees
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Hau En Pau	Marietta	GA	404-581-2386
Jering Lal Hnin	Dalton	GA	762-204-5267
Jong Hee Park	Alpharetta	GA	678-644-1040
Jong Hee Park	Atlanta	GA	678-644-1040
Joseph Suan	Cartersville	GA	317-373-0806
Kam Za Mung	Acworth	GA	404-509-6039
Kam Za Mung	Dallas	GA	404-509-6039
Kawl Lian Uk	Atlanta	GA	678-740-2597
Lal Nun Siar	Woodstock	GA	404-580-5523
Maini Paw	Alpharetta	GA	404-553-5927
Ngun Men Tial	Jasper	GA	470-775-8754
Pai Sing	Powder Springs	GA	404-618-7679
Pau Lam Hau	Kennesaw	GA	404-840-0863
Qialong Wu	Atlanta	GA	678-900-3958
Ram Bing	Roswell	GA	404-512-6527
Rebecca Nuam	Dallas	GA	404-503-5055
Salai Thang	Douglasville	GA	404-964-4062
Thang Gin Mung	Sandy Springs	GA	678-595-1850
Thang Sian Pau	Marietta	GA	678-500-5901
Thang Sian Pau	Marietta	GA	678-500-5901
Tial Tin Tlem	Marietta	GA	309-230-0248
Van Siang Cer	Atlanta	GA	904-442-3220
Van Tha Cung	Marietta	GA	678-464-8035
Van Tun Oitoe	Atlanta	GA	404-955-5276
Vung Khan Cing	Douglasville	GA	470-701-2745
William Luai	Douglasville	GA	478-588-6043
Zam Thawn Thang	Acworth	GA	678-939-2719
Zaw Lunn Tun	Marietta	GA	404-587-8961
Ah Din Lahpai	Lawrenceville	GA	770-743-6043
Amos Thang	Atlanta	GA	404-664-6688
Bawi Peng Ceu	Athens	GA	404-853-9169
Bawi Za Ling	Flowery Branch	GA	678-330-7934
Biak Tha Sung	Loganville	GA	678-656-7480
Ceu Lian Hmung	Dunwoody	GA	309-317-1994
Chris Par En Chin	Dacula	GA	309-317-1994
Cing Lun Niang	Cumming	GA	678-865-9941
Cingh Lun	Dacula	GA	678-613-3181
Dai La Pau	Lawrenceville	GA	770-882-1786
David Lian	Alpharetta	GA	903-209-7791
In Gyung Lim	Sugar Hill	GA	678-350-3727
Kai Lam Khai	Grayson	GA	678-592-1112
Kap Lian Thang	Lawrenceville	GA	517-894-8854
Khin Maung Aye	Cumming	GA	317-793-9437
Mang Lam Pau	Gainesville	GA	404-510-3600
Martin Nang En Khai	Loganville	GA	404-551-7528
Melanie Thao Van Nguyen	Jefferson	GA	407-739-4335
Mercy Hae Ku	Alpharetta	GA	512-748-5387

Snowfruit Terminated Franchisees
as of March 31, 2026

Monica Asian	Buford	GA	678-683-3384
Naw Htoi	Athens	GA	404-942-9018
Nel Lam Vung	Lilburn	GA	678-536-5141
Ngun Khar Lian	Duluth	GA	309-282-6019
Ngun Tha Zi	Stone Mountain	GA	309-317-7032
Niang Muan Ciang	Snellville	GA	404-551-6289
Noela Siang Men	Suwanee	GA	404-293-4725
Par Bawi	Flowery Branch	GA	404-337-8866
Peng Hu	Snellville	GA	317-491-3537
Salai Thawng Lian	Suwanee	GA	404-552-2469
Sui Dim	Suwanee	GA	404-482-5534
Temoti Bawi	Cumming	GA	317-665-5408
Thawng Khan Mang	Alpharetta	GA	770-865-2641
Thla Ki	Gainesville	GA	404-518-0161
Tlang Thang	Athens	GA	317-364-1076
Tuan Nei Par	Lilburn	GA	678-558-2304
Vung Kham Dim	Dawsonville	GA	470-902-7859
Vung Zam Niang	Duluth	GA	470-383-0601
Yanjia Zhang	Tucker	GA	678-622-5480
Yujin Baek Kim	Cumming	GA	678-469-4164
Za Tlem Cin	Duluth	GA	404-721-7474
Bawi Cung	Atlanta	GA	762-251-9453
Bawi Iang	Union City	GA	404-437-0770
Biak Tin Tial	McDonough	GA	309-536-2009
Chun Tei Vanbiak Lian	Smyrna	GA	309-269-3951
Chun Tei Vanbiak Lian	Smyrna	GA	309-269-3951
Cin Kap Mang	Fayetteville	GA	404-488-7712
Dar Cuai	Stone Mountain	GA	404-343-9321
Do Thuang	LaGrange	GA	404-637-4194
Grace Cho	Atlanta	GA	501-240-2797
Hang Lian Thang	College Park	GA	678-347-0269
Je Sy	Atlanta	GA	678-414-7407
Junghee Yun	Atlanta	GA	470-621-5606
Kai Cin Lian	Lake City	GA	678-614-9514
Lal Thang	Fayetteville	GA	317-200-6183
Lian Thin Hmung	Atlanta	GA	404-553-4458
Ngun Hliang	Decatur	GA	770-383-5101
Ngun Tei	Lithonia	GA	678-485-1984
No en Maung	Peachtree City	GA	954-793-3028
Nuam Lam Cing	Jonesboro	GA	678-365-5245
Peter Kam Khan Mung	Ellenwood	GA	404-399-5758
Philip Zanaung Nhkum	Decatur	GA	678-681-4867
Phoe Zaw	Griffin	GA	956-308-8886
Roseena Neh Reh	Stockbridge	GA	978-606-1662
Samjana Rai	Newnan	GA	404-889-2720
Solomon Pau Suan Pau	Covington	GA	317-646-7906
Suan Khan Khai	Newnan	GA	678-879-3338

Snowfruit Terminated Franchisees
as of March 31, 2026

Sui Khing Tial	Atlanta	GA	913-313-3786
Sung Nawn Iang	Atlanta	GA	404-664-0001
Thang Hil Mang	Covington	GA	404-808-1345
Thang Khan Lian	Stockbridge	GA	404-551-7119
Thian Rem Sui	Decatur	GA	336-451-8748
Tluang Za Hnin	Covington	GA	317-665-5740
Tuan Tang	Atlanta	GA	770-276-8271
Tun Lam Cin	Conyers	GA	678-392-5436
Vung Hat Cing	Jonesboro	GA	404-750-0764
Vung Luan Nuam	Riverdale	GA	678-856-0983
Vung Lun	McDonough	GA	470-286-5792
Vung Ngaih Niang	Newnan	GA	404-552-0403
Yaw Htung	Atlanta	GA	404-916-1289
Za Neih Cung	Peachtree City	GA	404-454-7059
Zo Khan Mang	Decatur	GA	941-914-6747
Zing Tha Chin	Garden City	ID	317-749-2846
John Uk	Herrin	IL	317-801-2015
Lal Rawng Bawla	Evanston	IL	872-806-4384
Ah Dee Lahtaw	Lawrence	KS	804-591-7883
Maung Bhim	Newton	KS	518-704-8636
Pa Hei	Madisonville	KY	979-393-1432
Aung Lin	Louisville	KY	317-989-7779
Rung Mang	Erlanger	KY	317-529-8872
Mellisa Gazali	London	KY	878-247-0455
Ryan Mang	Sulphur	LA	214-710-0060
Mahide Mohi Chowdhury	Village of Clarkston	MI	586-229-6987
Van Bawi	Lake Orion	MI	515-776-1941
Bawi Hlun	Howell	MI	765-516-3183
Nang Shwe Phoo Wai	Las Vegas	NV	214-535-3656
Nawlouisa Moris	Henderson	NV	702-793-0575
Zopari Hnamte	Greenville	OH	317-717-3793
Lian Khai	Marion	OH	614-500-2067
Imam Suyanto Bin kaselan	St Clairsville	OH	724-797-6425
Eh Eh	North Augusta	SC	803-269-4455
Ehloe Daniel Htoo	Columbia	SC	803-728-9934
Ja Ja Nz Tun	North Myrtle Beach	SC	910-477-7884
Ja Ja Nz Tun	Myrtle Beach	SC	910-477-7884
Lal Lawm Pui	Bluffton	SC	682-313-2349
Nan Ban Htoi Shiang	Columbia	SC	803-743-5805
San Mai	Irmo	SC	803-553-2261
Sui Tin Fam	Columbia	SC	317-737-7712
Wanida Srisomsak	Aiken	SC	803-998-6605
Zai T Sung	Hilton Head Island.	SC	214-994-6922
James Chorei	Johnson City	TN	240-758-1793
Hongmei Yu	The Woodlands	TX	832-499-5598
Jonathan Thang	Dickinson	TX	214-730-9271
Ni Ni	Garland	TX	602-578-9727

Snowfruit Terminated Franchisees
as of March 31, 2026

Di Zim Par Mawi	McKinney	TX	469-450-8782
Susan Hlaing Oo	Houston	TX	346-256-1212
Nyo Nyo Aye	Houston	TX	713-459-1373
Sung Hniang	Beaumont	TX	214-772-7860
Esther Thet	Houston	TX	832-431-4750
Myint Hre Siang Uk	The Colony	TX	469-794-8607
Myo Myint Tun	McKinney	TX	972-482-7515
Brang Din	Spring	TX	713-376-6710
Jaing Lahpai Bradley	South Jordan	UT	801-719-7703
Olonbayar Ravdandorj	Charlottesville	VA	540-798-4153
Batamgalan Chultem	Lynchburg	VA	540-915-7986
Iang Nei	Milwaukee	WI	432-556-2021
Biak Mang	Glendale	WI	402-213-8611
Ah Chyang	South Milwaukee	WI	929-393-4159
Gee Mai San Aung	Oak Creek	WI	414-308-9204
Saw Mo Shay	Madison	WI	920-509-4936

EXHIBIT H
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

LIST OF TRANSFERRED FRANCHISES

Snowfruit Transfers
as of March 31, 2026

Name	City	State	Phone #
Evelyn Barreda Brown	Palmer	AK	907-952-8817
Than Ling	Madison	AL	253-389-5428
Jung Min Park	Gilbert	AZ	317-418-8374
Jungki Mun	Phoenix	AZ	480-799-8647
Peng Tu	Gilbert	AZ	602-657-6469
Zin N Win	San Bernardino	CA	469-360-4271
Awm Ma	Fort Collins	CO	706-461-0357
Biak Nun Awi	Colorado Springs	CO	203-439-1231
Cameron Dersham Hill	Frederick	CO	214-854-1180
Chan Kip Thang	Steamboat Springs	CO	319-936-4012
Htwe Htwe Aung	Denver	CO	469-407-0244
Khuang Hlei Sung	Thornton	CO	269-830-1851
Maritza Ramos	El Jebel	CO	970-987-3067
Maritza Ramos	El Jebel	CO	970-987-3067
Maritza Ramos	El Jebel	CO	970-987-3067
Moe Moe San	Louisville	CO	214-229-3118
Ngun Hlawn Tial	Centennial	CO	720-427-8575
Ngun Hnin	Gypsum	CO	214-779-2920
Par Te	Grand Junction	CO	563-554-3963
Rojana Chaiboonta	Vail	CO	720-620-2978
San Twin	Littleton	CO	469-260-3325
Tawk Lian	Denver	CO	806-340-4830
Nwe Ni Hlaing	Miami	FL	650-608-5150
Chan Cung	Fairmount	GA	614-439-8668
Lian Hram	Lihue	HI	817-219-9297
Hming T Zaua	Urbandale	IA	650-608-5150
Kung Ceu	Columbus Junction	IA	720-382-9480
Lal Hriat Thang	Des Moines	IA	253-389-5428
Nawi Iap	Marshalltown	IA	469-328-1693
Samuel Bawiza Lian	Cedar Rapids	IA	317-448-2226
Sang Pi	Idaho Falls	ID	917-701-4038
Van Siang Nawl	Nampa	ID	425-761-6254
Bawi Lian Thang	Indianapolis	IN	650-608-5150
Biak Hlei Sang	Indianapolis	IN	414-795-9186
Cung Lian Par	Indianapolis	IN	650-608-5150
Cung Lian Par	Indianapolis	IN	650-608-5150
Cung Or	Indianapolis	IN	757-530-1010
Cvan Pek	Greenwood	IN	463-253-6084
Daniel Tha Bik Lian	Indianapolis	IN	463-203-8121
David Bawilianthang	Southport	IN	269-832-2194
David Biak Cung Hnin	Indianapolis	IN	757-530-1010
Dee Nar Paw Grace	Indianapolis	IN	651-363-6238
Hanson Aung	Sellersburg	IN	650-608-5150
Ja Seng Nhkum	Indianapolis	IN	650-608-5150
Joseph Biakte	Southport	IN	253-389-5428
Kap Lian Thang	Indianapolis	IN	402-305-7762

Snowfruit Transfers
as of March 31, 2026

Lal Rawngbawl	Indianapolis	IN	269-967-5879
Ma Him Te	Greenwood	IN	650-608-5150
Mary Sang Hming Liani	Greenwood	IN	414-651-9004
Michael Sang	Indianapolis	IN	253-389-5428
Nang Maw Dahkum	Indianapolis	IN	650-608-5150
Naw Bi Fa Chai	Indianapolis	IN	463-312-3619
Naw Bi Fa Chai	Indianapolis	IN	859-468-1172
Naw Din	Greenwood	IN	650-608-5150
Ngo Lai Tlei	Indianapolis	IN	253-389-5428
Philip Ngai Thang	Indianapolis	IN	240-370-4100
Pil Thun	Indianapolis	IN	650-608-5150
Shwe Par	Indianapolis	IN	785-416-1816
Solomon Tun	Indianapolis	IN	317-908-7034
Tawk Lian Ni Er	Greenwood	IN	402-305-7762
Thang Hlupuii	Indianapolis	IN	650-608-5150
Thawpaw Letha	Indianapolis	IN	463-203-8121
Thawpaw Letha	Indianapolis	IN	463-203-8121
Tin Cung Hnin	Indianapolis	IN	757-530-1010
Tluang Duh Cung	Indianapolis	IN	463-250-1268
Tluang Hei	Indianapolis	IN	317-909-8786
Tum Tling	Indianapolis	IN	304-814-6009
Uk Hlei	Indianapolis	IN	317-970-5754
Van Ceu Peng	Indianapolis	IN	614-580-2450
Van Ceu Peng	Indianapolis	IN	614-680-7460
Za Herh Lian	Indianapolis	IN	253-389-5428
Zakaria Bawi Hing	Indianapolis	IN	757-530-1010
Zing Tha Chin	Indianapolis	IN	907-312-8136
Zo Nun Sang	Greenwood	IN	240-578-8547
Cin Pian Thang	Topeka	KS	317-440-1165
Ni Ni	Kansas City	KS	913-293-4717
Ni Ni	Kansas City	KS	206-513-9106
Pa Hai	Salina	KS	913-850-4764
Pa Hai	Salina	KS	913-850-4764
Pa Hai	Salina	KS	913-850-4764
Sing Myint	Manhattan	KS	317-628-4913
Tha Khun	Wichita	KS	463-206-5486
Tha Khun	Wichita	KS	317-431-6119
Tluang Lian Mang	Kansas City	KS	402-939-9567
Tluang Lian Mang	Kansas City	KS	641-844-3138
Veronica Van Nei Rem	Kansas City	KS	785-813-3063
Za Se Alo	Topeka	KS	269-578-3788
A Cung	Louisville	KY	650-608-5150
Alex Zotea	Lexington	KY	650-608-5150
Andrew Bochung	Richmond	KY	650-608-5150
Bawi Lian Thang	Louisville	KY	650-608-5150
Bawi Nun Rem	Villa Hills	KY	859-409-4204
Bawi Thang	Bowling Green	KY	253-389-5428

Snowfruit Transfers
as of March 31, 2026

Cecilia Aung	Bowling Green	KY	253-389-5428
Cecilia Aung	Bowling Green	KY	253-389-5428
Chan Ci Lian	Bowling Green	KY	253-389-5428
Chan Hre	Villa Hills	KY	859-240-4980
Cung Za Dim	Louisville	KY	650-608-5150
Duh Tluang	Villa Hills	KY	859-982-2482
Esther Sung	Villa Hills	KY	571-765-0425
Far Cang	Villa Hills	KY	859-878-5628
Julia Marry	Louisville	KY	650-608-5150
Lal Than Lian	Louisville	KY	650-608-5150
Lal Than Lian	Somerset	KY	650-608-5150
Lal Thlan Liana	Louisville	KY	650-608-5150
Lorgio Juvino Cambisaca Chocho	Florence	KY	318-224-3455
Lyly Sui	Villa Hills	KY	859-393-0636
Mai Mai Kim	Louisville	KY	650-608-5150
Mary Bawi Tha Chin	Florence	KY	859-962-2787
Mawko Myar Moe	Louisville	KY	650-608-5150
Myint Myint Khaing	Bowling Green	KY	253-389-5428
Nan Mi	Bowling Green	KY	253-389-5428
Ni Tha Dim	Villa Hills	KY	513-582-9137
Om Yaung	Louisville	KY	650-608-5150
Pek Lian	Louisville	KY	650-608-5150
Samuel Muang	Lexington	KY	650-608-5150
Siang Tin Zi	Crescent Springs	KY	859-999-3282
Sui Men Tial	Bowling Green	KY	650-608-5150
Sung Hniang	Florence	KY	513-766-6917
Tha Hlei Zing	Villa Hills	KY	650-608-5150
Thla Bik	Florence	KY	513-487-9336
Van Cung Thwang	Villa Hills	KY	859-496-3032
Van Lal Sawma	Lexington	KY	650-608-5150
Van Men Sung	Louisville	KY	650-608-5150
Van Ro Lian Uk	Erlanger	KY	801-735-7287
Vangi Chinzah	Bowling Green	KY	650-608-5150
Zai Len Rem	Villa Hills	KY	513-990-7847
Zai Tha Len	Villa Hills	KY	859-888-5764
Zakap Ling	Bowling Green	KY	650-608-5150
Zo Muan Pui	Bowling Green	KY	757-530-1010
Bawi Lian	Southfield	MI	515-587-7908
Bawi Lian	Southfield	MI	515-776-1944
Bawi Tha Hlei Tial	Novi	MI	301-283-8941
Bawi Thang Lian	Chesterfield	MI	269-579-5625
Chan Cung Lian	Battle Creek	MI	469-642-7037
Chan Kam	Westland	MI	903-209-7326
Hrang Peng Lian	Waterford Township	MI	248-390-4699
Len Tha	Southfield	MI	317-778-8164
Lian Cung Nung	Harrison Twp	MI	616-469-0263
Mang Bawi	Battle Creek	MI	667-261-9591

Snowfruit Transfers
as of March 31, 2026

Ranya Keso	West Bloomfield Township	MI	269-282-2411
Sui Tha Chin	Canton	MI	317-756-8352
Tial Bawi	Village of Clarkston	MI	248-390-4699
Tialiap Lian Cawnhlun	Battle Creek	MI	586-298-4059
Van Bawi Thawng	Grand Blanc	MI	810-287-7666
Ma Nai Nai	Montgomery	MN	414-306-4212
Ronald Bochung Sanga	Columbia	MO	913-952-5245
Van Bochung	St Joseph	MO	253-389-5428
Lu Reh	Winston-Salem	NC	757-788-9857
Sui Bik	Omaha	NE	907-280-9036
Helly Sui	Reno	NV	972-890-7595
Mohammed Hussain Syed	Las Vegas	NV	972-890-7595
Nay Zaw Myo Tun	Reno	NV	936-697-3078
Yang Hee Kim	Reno	NV	714-726-6011
Anna Suinei	St Clairsville	OH	469-642-7037
Biak Za Sung	Columbus	OH	317-513-5760
Byoung Gil Jo	Holland	OH	351-213-0722
Ca Kam	Hilliard	OH	614-900-8806
Elizer Mi	Galloway	OH	614-535-6102
Esther Ngun Sui Cer	Cincinnati	OH	816-341-9220
H Van Ram	Galloway	OH	317-683-8141
Iang Tha Bor	Perryburg	OH	214-438-7447
Iap Hlei	Galloway	OH	614-902-6936
Khen Khan Kim	Zanesville	OH	614-264-4971
Lal Lian Eng	Galloway	OH	614-756-9666
Lalsang Hmun	Cincinnati	OH	513-601-6708
Laura Mawi	Galloway	OH	614-363-9128
Lian Dun	Blue Ash	OH	214-664-2097
Lian Khan Khai	Columbus	OH	317-652-8690
Noung Thang	Grove City	OH	630-347-2337
Ram Bawi	Galloway	OH	614-972-4371
Rual Thang	Galloway	OH	614-591-1809
Siang Than Ceu	Toledo	OH	614-429-9950
Sui Mawng	Newark	OH	614-649-4460
Suna Ngai Thang	Columbus	OH	443-531-5732
Suphanni Kucera	West Chester Township	OH	757-530-1010
Tha Hliang	Galloway	OH	614-641-5040
Thang Kim Pau	Columbus	OH	614-843-9492
Thla Nawn	Columbus	OH	614-969-8946
Tuan Iang	Columbus	OH	614-649-4460
Tum Lian Cung	Galloway	OH	317-474-1362
Van Tha Tling	Hilliard	OH	641-351-0257
Win Soe	Loveland	OH	317-790-7042
Seng Awng Changmar	Tulsa	OK	757-256-6807
Bei Hmau	Smyrna	TN	253-389-5428
Chhitu Pha	Smyrna	TN	253-389-5428
Clara Bawi Nei Kim	Nashville	TN	253-389-5428

Snowfruit Transfers
as of March 31, 2026

Cung Lian Sang	Columbia	TN	253-389-5428
Dar Hlun	Smyrna	TN	253-389-5428
Hang Lian	La Vergne	TN	253-389-5428
Hranglian Mawia	Knoxville	TN	253-389-5428
Hu Hmung	Powell	TN	253-389-5428
Iris Nunmawi Bell	Knoxville	TN	253-389-5428
Jenny Par	Antioch	TN	253-389-5428
Jon Than	Columbia	TN	253-389-5428
Joshua Kaleb Miller	Hermitage	TN	253-389-5428
Lawrence Thuama	Murfreesboro	TN	253-389-5428
Maryurie Mendez Ortiz	Smyrna	TN	253-389-5428
Paul Lun Thang	Columbia	TN	253-389-5428
Peter Chuma	Midway	TN	650-608-5150
Phoebe Sang	Nashville	TN	253-389-5428
Tin Oo	Columbia	TN	253-389-5428
Tommy Khamh Thawng	Murfeesboro	TN	253-389-5428
Zon Lamh Vung	Nashville	TN	253-389-5428
A Ra Hameh	Houston	TX	281-520-6774
Aa Cung	Cypress	TX	317-332-7726
Ah Tue	Katy	TX	832-274-3985
Bawi kam Sang	Little Elm	TX	409-617-1403
Bawi kam Sang	Little Elm	TX	409-617-1403
Biak Tin Sui	Lewisville	TX	917-833-3836
Ceu Thawng Lian	Lewisville	TX	214-636-1259
Ceu Uk	Houston	TX	281-904-5631
Channing Nissi	Montgomery	TX	713-501-5397
Cung Bawi Uk	Lewisville	TX	817-996-3174
Dal Khan Mang	Lewisville	TX	214-607-6372
Dal Lian Thangngen	Houston	TX	409-519-9134
Dawt Hlawn Sung	Humble	TX	347-996-6547
Hoi Tang Calzada	Lewisville	TX	817-484-7524
Inginsan Aung	Houston	TX	281-520-6774
Jack Naing Khee	Houston	TX	713-482-9915
Jeong Lyong Seo	Fulshear	TX	281-676-9963
Jonathan Thang	Lewisville	TX	713-501-5397
Joshua Lian	Houston	TX	409-617-1403
Lai Naih Zawn	Houston	TX	415-967-9744
Mang Hup	Garland	TX	214-916-7812
Mang Hup	Garland	TX	260-797-8532
Mang Peng Lian	Fort Worth	TX	972-330-6540
Moona Cyerya	Willis	TX	713-501-5397
Nandar Aung	Sugar Land	TX	281-865-5170
Nelson Siang Lian	Lewisville	TX	469-826-5990
Nelson Tinthang Biak	Midlothian	TX	682-347-0968
Nu Bawi	McKinney	TX	214-407-1427
Nuam Kim	Katy	TX	346-221-1417
Pa Kuk Ceu	Houston	TX	832-838-5933

Snowfruit Transfers
as of March 31, 2026

Pa Za Thang	Garland	TX	214-792-0412
Peter Hnin	Fort Worth	TX	817-504-5458
Peter L Lin	Katy	TX	917-912-3628
Richard Ming Hsieh	Porter	TX	832-367-2355
Rosey Tial	Huntsville	TX	540-560-2783
Sai Lue Kham	Dallas	TX	402-305-7762
Salai Thang Choie	Center	TX	832-896-6757
Salomi Naw	Fort Worth	TX	214-553-9181
Samuel Bawi Tlai	Amarillo	TX	213-500-9601
Sang Lian Thawng	Lewisville	TX	929-215-6422
Sean Lim	Katy	TX	281-865-5170
Seng Naw Nding	Edgecliff Village	TX	316-665-1014
Stanley Bawi Nun Sang	Garland	TX	469-826-5990
Suan Thang Mung	Houston	TX	719-337-7856
Sui Mawi	Lewisville	TX	917-833-3836
Sui Nuam Par	Hurst	TX	817-996-3174
T Mwee Moon Klenwah	Houston	TX	626-637-7151
Tawk Thang	Garland	TX	318-779-7157
Tial Chum Ling	Richardson	TX	214-916-7812
Tial Lian Thang	Arlington	TX	281-520-6774
Van Nun Peng	Garland	TX	214-416-6959
Van Thawng Cung	Garland	TX	318-229-3308
Van Tin Hmun	Lewisville	TX	972-684-3503
Van Za Khum	Garland	TX	205-914-4737
Vanhu Lian	Lewisville	TX	214-414-5069
William Runthuan Thang	Stafford	TX	832-729-5288
Za Nawl	Flower Mound	TX	972-704-5527
Zing Pen	Sherman	TX	903-209-6911
Ana K Cuevas Morales	West Jordan	UT	213-365-6128
Bernadeth Garcia Cruz	Salt Lake City	UT	310-270-3546
Betty Perry	Murray	UT	310-270-3546
Christina Par Nawn Hoi	South Salt Lake	UT	310-270-3546
Chung Uk Thang	Magna	UT	310-270-3546
Doi La Sayaw	Ogden	UT	214-478-1103
God Been Charles Finney	Sandy	UT	479-282-6262
Hniang Doi Sung	Salt Lake City	UT	214-478-1103
Khoshar Sangdong	Layton	UT	479-282-6262
Lal Nun Thara	Syracuse	UT	310-270-3546
Lay Win	North Logan	UT	213-365-6128
Mitzi Yael Briseno Torres	Kearns	UT	310-270-3546
Monica Galeana	Saratoga Springs	UT	479-282-6262
Nyae Soe	West Valley City	UT	435-619-7740
Paw Hser	West Valley City	UT	310-270-3546
Rebecca Shirley Bond	Logan	UT	801-317-1832
Ronald Van Biak Hmung	Syracuse	UT	415-987-3721
Rosalal Zam Pui	Salt Lake City	UT	214-478-1103
Salai Min Thu	Salt Lake City	UT	385-237-7981

Snowfruit Transfers
as of March 31, 2026

Seng Lat Rahkawi	Orem	UT	310-270-3546
Sinthia Escobar	Salt Lake City	UT	310-270-3546
Umid Vakhbiyev	West Valley City	UT	310-270-3546
Umid Vakhbiyev	West Valley City	UT	415-987-3721
Van Lian Thawng	Salt Lake City	UT	832-707-6799
Van Ram Mawi	West Jordan	UT	832-707-6799
Van Ro Thang	West Valley City	UT	310-270-3546
Eunmi Moon	Chesterfield	VA	469-403-7731
Julia Marksue	Newport News	VA	757-597-3748
La Ring Hpau Jung	Charlottesville	VA	434-249-9909
Lal Lian	Hampton	VA	269-565-5820
Myint Zuthin David	Lexington	VA	540-915-8667
Olonbayar Ravdandorj	Vinton	VA	571-375-9708
Ryan Daniel Oelschlager	Poquoson	VA	317-418-6931
Tha Cin Thluai	Roanoke	VA	540-892-9536
Theresa Stephennyar	Newport News	VA	757-218-5960
Zachary Britten	Vinton	VA	540-519-4059
Zo Pa Lian	Roanoke	VA	540-769-3062
Henry Saihmingthanga Bochung	Bellingham	WA	650-608-5150
Ceu Mang	Plover	WI	402-305-7762
Cing Za Man	Milwaukee	WI	414-239-4158
Dawt Tin Cuai	Madison	WI	402-305-7762
Esther Ngunzadim Lian	Milwaukee	WI	414-460-6895
Saw Khu Nay Htee	Milwaukee	WI	414-460-6895
Thin Myint	West Allis	WI	262-902-5315
Zing Bor Chin	New Berlin	WI	414-484-1426
Zing Tha Sung	Milwaukee	WI	414-736-4599
Biak Sung	Morgantown	WV	757-530-1010
Dawt Sui	Weirton	WV	480-980-7996
Suwandi Gazali	Huntington	WV	757-530-1010
Suwandi Indra Gazali	Huntington	WV	757-530-1010

EXHIBIT I
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

JFE Franchising, Inc.

Financial Statements
Years Ended March 31, 2026 and 2025 and
Period From November 28, 2022 to March 31, 2024

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Report of Independent Auditors

To the Management of JFE Franchising, Inc.

Opinion

We have audited the accompanying financial statements of JFE Franchising, Inc. (the "Company"), which comprise the balance sheets as of March 31, 2026 and 2025, and the related statements of income, of stockholders' equity and of cash flows for the years ended March 31, 2026 and 2025 and the period from November 28, 2022 to March 31, 2024, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of March 31, 2026 and 2025, and the results of its operations and its cash flows for the years ended March 31, 2026 and 2025 and the period from November 28, 2022 to March 31, 2024, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Houston, Texas
July 23, 2026

JFE Franchising, Inc.
Balance Sheets
March 31, 2026 and 2025

	March 31, 2026	March 31, 2025
Assets		
Current assets		
Cash and cash equivalents	$ 130,306,855	$ 45,326,819
Short term investment (time deposit)	5,215,289	5,000,000
Accounts receivable	42,923,447	36,789,187
Due from affiliates	11,014,925	9,138,517
Supplies inventory	365,705	2,767,545
Prepaid expenses and other current assets	1,530,076	2,449,406
Income taxes receivable	8,434,245	-
Loan receivable from affiliates	163,081,402	153,642,464
Total current assets	362,871,944	255,113,938
Deferred tax asset	-	129,585
Right of use asset	2,037,102	2,054,402
Property and equipment, net	4,313,010	4,008,880
Total assets	$ 369,222,056	$ 261,306,805
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	$ 982,675	$ 3,015,666
Due to franchisees	65,457,489	63,337,226
Due to affiliates, net	78,748,796	10,220,784
Current portion of deferred revenue	3,152,298	2,120,313
Lease liability - current	398,380	415,262
Employee benefit profit sharing	1,512,938	1,904,728
Income taxes payable	-	18,246,224
Other current liabilities	4,829,557	1,400,350
Total current liabilities	155,082,133	100,660,553
Deferred revenue, net of current portion	1,937,144	1,087,281
Deferred tax liability	90,309	-
Lease liability - noncurrent	1,744,121	2,046,466
Other liabilities	492,851	503,201
Total liabilities	159,346,558	104,297,501
Commitments and contingencies (Note 7)		
Stockholders' equity		
Common stock, no par value, 1,000,000 shares authorized, 300,000 shares issued and outstanding	300,000	300,000
Retained earnings	209,575,498	156,709,304
Total stockholders' equity	209,875,498	157,009,304
Total liabilities and stockholders' equity	$ 369,222,056	$ 261,306,805

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

JFE Franchising, Inc.
Statements of Income
Years Ended March 31, 2026 and 2025 and Period From November 28, 2022 to March 31, 2024

	Years Ended March 31,		Period From November 28, 2022 to March 31,
	2026	2025	2024
Revenue			
Franchise fees	$ 3,740,256	$ 4,470,171	$ 6,016,706
Royalty revenues	115,799,485	108,468,593	108,112,978
Insurance revenues	16,961,260	15,717,926	16,498,579
Other revenues	20,363,012	15,358,056	14,401,274
Total revenue	156,864,013	144,014,746	145,029,537
Cost of goods sold	18,031,254	10,908,964	10,492,645
Gross profit	138,832,759	133,105,782	134,536,892
Operating costs and expenses			
Franchise expenses	19,262,661	18,838,272	16,351,785
Sales and marketing expenses	4,743,813	2,330,793	3,960,411
General and administrative expenses	31,069,134	24,615,036	28,956,260
Depreciation expense	1,164,950	779,346	995,226
Total operating costs and expenses	56,240,558	46,563,447	50,263,682
Income from operations	82,592,201	86,542,335	84,273,210
Other income (expenses), net			
Interest income	7,761,384	3,823,112	3,767,613
Other income	960,692	625,143	506,293
Other expenses	(1,985,063)	(449,058)	(2,088,027)
Total other income, net	6,737,013	3,999,197	2,185,879
Income before income tax expense	89,329,214	90,541,532	86,459,089
Income tax expense	24,959,919	21,483,375	21,739,240
Net income	$ 64,369,295	$ 69,058,157	$ 64,719,849

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

JFE Franchising, Inc.
Statements of Stockholders' Equity
Years Ended March 31, 2026 and 2025 and Period From November 28, 2022 to March 31, 2024

	Common Stock		Retained	Total Stockholders'
	Shares	Amount	Earnings	Equity
Balances at November 27, 2022	300,000	$ 300,000	$ 24,247,821	$ 24,547,821
Distributions to stockholders	-	-	(1,400,000)	(1,400,000)
Share based payment expense	-	-	83,477	83,477
Net income	-	-	64,719,849	64,719,849
Balances at March 31, 2024	300,000	300,000	87,651,147	87,951,147
Net income	-	-	69,058,157	69,058,157
Balances at March 31, 2025	300,000	300,000	156,709,304	157,009,304
Distributions to stockholders	-	-	(11,503,101)	(11,503,101)
Net income	-	-	64,369,295	64,369,295
Balances at March 31, 2026	300,000	$ 300,000	$ 209,575,498	$ 209,875,498

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

JFE Franchising, Inc.
Statements of Cash Flows
Years Ended March 31, 2026 and 2025 and Period From November 28, 2022 to March 31, 2024

	Years Ended March 31, 2026	Years Ended March 31, 2025	Period From November 28, 2022 to March 31, 2024
Cash flows from operating activities			
Net income	$ 64,369,295	$ 69,058,157	$ 64,719,849
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation	1,164,950	779,346	995,226
Amortization of right of use asset	444,205	393,223	549,507
Net loss (gain) on disposal of property and equipment	1,647,024	111	(22,614)
Share based payment expense	-	-	83,477
Deferred taxes	219,894	(151,182)	190,428
Accrued interest income	(6,505,963)	(3,496,118)	(4,152,568)
Changes in operating assets and liabilities			
Accounts receivable	(6,134,260)	(30,190,556)	(1,583,927)
Due from affiliates	(1,876,408)	(1,120,315)	(6,138,624)
Supplies inventory	2,401,840	(488,228)	(603,407)
Prepaid expenses and other current assets	919,330	(991,117)	(653,478)
Accounts payable	(2,032,991)	1,102,818	597,143
Due to affiliates	6,155,586	(5,083,193)	15,044,356
Due to franchisees	2,120,263	32,291,724	12,736,098
Deferred revenue	1,881,848	206,178	(1,661,406)
Lease liabilities	(746,132)	(123,859)	(495,361)
Other current liabilities	3,429,208	(325,723)	1,064,439
Income taxes payable (receivable)	(26,680,470)	4,078,104	7,478,135
Ice panel machine deposits	(10,350)	21,850	27,300
Label machine deposits	-	(7,500)	(855,298)
Employee benefit profit sharing	(391,790)	667,646	530,862
Net cash provided by operating activities	40,375,079	66,621,366	87,850,137
Cash flows from investing activities			
Issuance of loans receivable to affiliates	(16,250,000)	(34,800,000)	(74,401,434)
Repayments received relating to loans receivable to affiliates	2,173,790	1,500,000	-
Purchases of property and equipment	(3,425,384)	(2,189,622)	(1,810,939)
Purchases of short-term investments	-	(5,000,000)	-
Proceeds from sale of property and equipment	309,280	60,912	117,742
Net cash used in investing activities	(17,192,314)	(40,428,710)	(76,094,631)
Cash flows from financing activities			
Amounts due to affiliates under cash pooling arrangement	62,372,426	-	-
Distributions to stockholder	(575,155)	-	(1,400,000)
Net cash provided by (used) in financing activities	61,797,271	-	(1,400,000)
Net increase in cash and cash equivalents	84,980,036	26,192,656	10,355,506
Cash and cash equivalents			
Beginning of year	45,326,819	19,134,163	8,778,657
End of year	$ 130,306,855	$ 45,326,819	$ 19,134,163
Supplemental cash flows disclosures			
Income taxes paid net of refunds received	$ 49,474,917	$ 21,083,447	$ 9,822,710
Noncash investing and financing activity			
Distribution to stockholder	$ 10,927,946	$ -	$ -
Accrued interest income	6,505,963	3,823,112	3,767,613

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

1. Organization and Nature of Business

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

Until June 28, 2019, JFE Franchising, Inc. was owned by JimKim Holdings, Inc. On June 28, 2019, SnowFox US Holdco, Inc. ("SnowFox US Holdco") acquired 100 percent of the issued and outstanding shares in JFE Franchising, Inc. from JimKim Holdings, Inc. (the "Acquisition"). Subsequent to this acquisition, JFE Franchising, Inc. is a wholly owned subsidiary of SnowFox US Holdco.

In June 2023 Zensho Holdings acquired the SnowFox US Holdco which owns JFE Franchising. SnowFox US Holdco subsequently changed its name to Wonderfield Group. The Company has elected to not record purchase accounting on the standalone financial statements of JFE Franchising.

The Company primarily generates revenues from the sales of new franchise agreements and ongoing royalty fees earned under JFE franchise agreements. The Company develops and operates a nationwide system of restaurants which prepare, package and sell a menu of competitively priced food items. On occasion, the Company will open up a location and operate it until a franchisee is identified and approved. However, the Company's ownership is temporary and only for a few months. The Company-owned stores at March 31, 2026 and 2025 consist of the following:

	Number of Company-owned Stores	
	March 31,	
	2026	**2025**
Stores at beginning of year	80	58
Stores opened	67	51
Stores opened by the Company and transferred to Franchisees	(48)	(25)
Stores operated by Franchisees and transferred to the Company	-	-
Stores closed	(11)	(4)
Stores at end of year	88	80

During the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024, the revenue generated from the Company-owned stores was $10,041,312, $4,573,175 and $2,468,095, which is included in other revenues in the accompanying statements of income, while the related costs were $13,759,188, $5,758,136 and $2,508,540, which are included in cost of goods sold in the accompanying statements of income, respectively. As of

March 31, 2026, the Company has 2,564 franchise locations in operation, which are located in the United States.

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

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

The total number of open stores including franchise and direct stores at March 31, 2026 and 2025 consist of the following:

	Number of Stores					
	March 31,			March 31,		
	2026 *Fruit*	**2026** *Sushi*	**2026** *Total*	**2025** *Fruit*	**2025** *Sushi*	**2025** *Total*
Stores at beginning of year	1,181	1,470	2,651	1,047	1,368	2,415
Stores opened	85	152	237	174	150	324
Stores closed	(218)	(106)	(324)	(40)	(48)	(88)
Stores at end of year	1,048	1,516	2,564	1,181	1,470	2,651

2. Summary of Significant Accounting Policies

Basis of Presentation
The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition as of March 31, 2026 and 2025.

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

Reclassification of Prior Period Presentation
Certain prior year amounts have been reclassified for consistency with the current year presentation. The reclassifications were made to the balance sheet to increase both accounts receivable and due to franchisees. There were no changes to the presentation of total stockholders' equity, the statements of income or net cash provided by operating activities.

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

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

Short-Term Investment (Time Deposit)
Short-term investments consist of certificates of deposit with an original maturity greater than three months when purchased.

Accounts Receivable
Accounts receivable at March 31, 2026 and 2025 primarily consist of the amounts due from grocers. The amounts due are stated at their net estimated realizable value. Prior to April 1, 2024, the Company maintained an allowance for doubtful accounts to provide for the estimated amount of receivables that would not be collected. Allowance for doubtful accounts, if needed, was computed under the allowance method, based upon historical experience and management's estimates of uncollectible accounts. Beginning April 1, 2024, the Company adopted ASU 2016-13, *Financial Instruments – Credit Losses* (Topic 326) and assesses an allowance for expected credit losses to provide for the estimated amount of receivables that will not be collected. The allowance is based upon an assessment of customer creditworthiness, historical payment experience, the age of outstanding receivables, and reflects the possible impact of current conditions and reasonable forecasts not already reflected in historical loss information. Ongoing credit evaluations of customers' financial conditions are performed, and collateral is generally not required.
The Company believes accounts receivable as of March 31, 2026 and 2025 are fully collectible, and, therefore, no allowance for credit losses was required.

Due From Affiliates/Due to Affiliates
Amounts due from affiliates are any amounts funded to other subsidiaries of the parent entity (Note 3). The counterparties possess the intent and ability to repay these amounts to the Company.

Amounts due to affiliates represents amounts owed by the Company to its corporate office and affiliated entities. Historically, for the year ended March 31, 2025 and prior periods, these amounts are primarily attributable to charges for services provided by the corporate office, which includes administrative support, strategic guidance, and other management services that facilitate the operations of the business (Note 3).

During the year ended March 31, 2026, the Company entered into a cash pooling arrangement with affiliated entities. Cash balances of participating affiliated entities are concentrated into accounts maintained by the Company, resulting in additional balances due to affiliates reflected in the accompanying financial statements. Net transfers to and from affiliates participating in the cash pooling arrangement are reflected as financing activities in the statement of cash flows.

The Company will remit excess cash flows from operations to its parent entity or to other affiliates to finance ongoing cash flow requirements (dividends, debt repayments, capital projects, etc.).

When either the lack of intent or ability to repay exists between the Company's affiliates, the Company records these amounts as an equity receivable or payable, and any related cash flows are reflected within cash flows from financing activities.

Supplies Inventory
Supplies inventory is stated at the lower of cost or net realizable value, cost being determined using the first-in, first-out (FIFO) method. Appropriate consideration is given to obsolescence, slow moving items and other factors in evaluating net realizable value. The supplies inventory at March 31, 2026 and 2025 primarily consists of packaging materials and printers which are held to be sold to the franchisees. In 2026, the Company transferred the majority of its supplies inventory to an affiliated entity, Wonderfield Distribution, as part of a corporate initiative by the parent to consolidate distribution activities in North America.

The Company did not reserve for any inventory obsolescence during the years ended March 31, 2026 or 2025.

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

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

Level 1 Observable inputs such as quoted prices in active markets for identical assets at the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2 Observable inputs, other than quoted prices included in Level 1, that are either directly or indirectly observable for the asset or liability through correlation with market data at the reporting date and for the duration of the instrument's anticipated life.

Level 3 Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities and which reflect management's best estimate of what market participants would use in pricing the asset or liability at the

reporting date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

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

Loan Receivable From Affiliates
Loan receivable agreements are without collateral, accrue interest according to the terms of the loan agreements, and are due on the specified maturity dates or sooner on demand. Although loans receivable reach maturity, the Company occasionally does not demand repayment. Refer to Note 3 for further detail.

Additionally, a loan receivable is considered to be impaired when, based upon current events, it is probable that the Company will be unable to collect all amounts due according to the existing contractual terms. If a loan receivable is considered to be impaired, the amount of loss is calculated by comparing the recorded investment to the value determined by discounting the expected future cash flows at its effective interest rate. No impairment charges were recorded for the years ended March 31, 2026 and 2025 and the period from November 28, 2022 to March 31, 2024.

The Company announced a dividend of $11,503,101 to Wonderfield US Holdco Inc. in the year ended March 31, 2026. Of this amount, $10,927,946 was provided through forgiveness of previously issued loans receivable from affiliates and the remaining $575,155 was paid in cash. No dividends were provided through forgiveness of previously issued loans receivable for the year ended March 31, 2025 and for the period from November 28, 2022 to March 31, 2024.

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

Impairment or Disposal of Long-Lived Assets
Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to the future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less selling expenses. As of March 31, 2026 and 2025, the Company believes that no asset is impaired.

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

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

Revenue
Revenue Recognition
Revenue is recognized in accordance with Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers* ("ASC 606") when control of the promised goods or services is transferred to customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. The Company recognizes revenue from contracts with customers as its performance obligations are satisfied at a transaction price reflecting an amount of consideration based upon a contractually agreed upon rate. The amount of revenue recognized may not equal customer cash payments because performance obligations may be satisfied ahead of or subsequent to cash receipt. The differences between revenue recognition and cash payments received are reflected in accounts receivable or deferred revenue, as appropriate. Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized and includes deferred revenue as well as amounts that will be recognized as revenue in future periods. Contracted but not yet recognized revenue was $5,089,442 and $3,207,593 as of March 31, 2026 and 2025, of which the Company expected to recognize approximately 62% and 66% over the next 12 months, respectively.

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

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

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

Other revenues are earned primarily by selling supplies and providing other services to franchisees and from the Company-owned locations the Company operates until a franchisee is identified and approved. Other revenues are recognized when the control of the promised goods or services is transferred.

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

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

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

Timing of Recognition
We recognize revenue when we satisfy a performance obligation by transferring control of a product or service to a customer. Our performance obligations are satisfied over time as services are provided or at a point in time when control of products is transferred. Revenue from services provided to customers over time accounted for 90%, 92% and 92% of the Company's revenues for the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024, respectively.

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

Operating Costs and Expenses
Operating costs and expenses for the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024 primarily consist of franchise expenses, sales and marketing expenses, and general and administrative expenses, as follows:

- Franchise expenses represent the costs associated with the selling to and training of franchisees. These costs include salaries, wages and benefits for employees involved in the selling and training of franchisees including the use of professionals, such as consultants and legal firms.

- Sales and marketing expenses include advertising and promotion expenses, general marketing expenses, and related travel expenses.

- General and administrative expenses include corporate and administrative functions that support the Company's franchise operations, information systems, recruiting costs, professional fees, and insurance.

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

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

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

The Company made an accounting policy election available under ASC 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or November 28, 2022, for existing leases upon the adoption of ASC 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to nonpublic companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of ASC 842).

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

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

Credit Risk
The standard deposit insurance limit of the Federal Deposit Insurance Corporation (FDIC) is $250,000 per depositor, per insured bank, for each account ownership category. Financial instruments that potentially subject the Company to credit risk consist primarily of cash and cash equivalents. The Company maintains its cash accounts with a high-quality financial institution, which, at times, may exceed federally insured coverage. At March 31, 2026 and 2025, the Company has $130,056,855 and $45,076,819 of cash and cash equivalents in excess of the FDIC insured limits, respectively.

Concentration Risk
The Company has a significant concentration of franchises with one grocery store conglomerate, which constitute 88%, 88% and 86% of gross sales for the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024, respectively. The potential for severe impact can result, for example, from total or partial loss of the business relationship, or from renegotiations with this grocery store conglomerate that result in significant margin erosion that could subsequently threaten the Company's business model.

3. Related Party Transactions and Balances

The Company has transactions with its affiliates in the normal course of business. Related party balances that relate to normal trading relationships have a right of offset. The Company also had lease agreements with the chairman of the Company for the Company's corporate offices and warehouse facility during the period from November 28, 2022 to March 31, 2024. During the years ended March 31, 2026 and 2025, the period from November 28, 2022 to March 31, 2024 the Company recognized share based payment compensation expense of $0, $0 and $83,477, respectively, related to shares issued to employees in respect of the parent company.

Transactions and balances with its affiliates and the Company's chairman as of and for the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024, are as follows:

	March 31,		
	2026	**2025**	**2024**
Due from affiliates	$ 11,014,925	$ 9,138,517	$ 8,018,202
Loan receivable from affiliates	163,081,402	153,642,464	116,846,345
Due to affiliates	78,748,796	10,220,784	15,303,977
Rent paid to stockholder	-	-	320,000
Share based payment compensation	-	-	83,477

Rent paid to shareholders and share based payment costs are included in general and administrative expenses on the income statement.

Loans Receivable From Affiliates
During the year ended March 31, 2026, the Company provided loans totaling $250,000 to affiliate Snowfox Franchising (Australia) Pty Limited, $13,000,000 to Taiko Foods Limited, and $3,000,000 to Wonderfield Group Limited. During the year ended March 31, 2025, the Company provided loans totaling $16,100,000 to affiliate YO! Sushi USA, Inc, $14,200,000 to Taiko Foods Limited,

$14,200,000 to Snowfox Midco 1 Limited, and $1,000,000 to Bento Nouveau Inc. During the period from November 28, 2022 to March 31, 2024, the Company provided loans totaling $66,750,000 to affiliate YO! Sushi USA, Inc. and $8,250,000 to Bento Nouveau Inc. The loans are assessed at period end for their recoverability.

The loans mature between the three and five-year anniversary of the date of each loan. Under the agreements, the 2020 loans bear interest on the unpaid principal balances at a fixed rate of 3.75% per annum, while the loans for 2021 and subsequent years bear interest on the unpaid principal balances at a fixed rate per annum based on the short-term Applicable Federal Rate ("AFR") as set out by the US Treasury Regulations in the month of issuance. Interest accrues daily on the unpaid principal balance, computed on the basis of a 360-day year of twelve 30-day months. The principal, together with any accrued but unpaid interest, is due and receivable on demand, but in any event no later than the maturity date of each loan. While some of the loans receivable to affiliates have matured, the amount and associated interest remain outstanding as of March 31, 2026 as the Company has not requested repayment.

During the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024, the Company recognized interest income of $6,290,674, $3,438,157 and $3,554,002 on the loan receivable from affiliates, respectively. Accrued and unpaid interest on the loans totaled $12,778,333 and $7,403,709 as of March 31, 2026 and 2025, respectively.

4. Property and Equipment

Property and equipment as of March 31, 2026 and 2025 consisted of the following:

	March 31, 2026	March 31, 2025
Automobiles	$ 5,196,601	$ 3,876,379
Furniture and fixtures	-	15,557
Office equipment	1,226,491	1,140,903
Software	50,932	788,387
Leasehold improvements	1,503,828	1,405,757
	7,977,852	7,226,983
Less: Accumulated depreciation and amortization	(3,664,842)	(3,218,103)
Net property and equipment	$ 4,313,010	$ 4,008,880

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

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

- Software – 5 years

During the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024, depreciation expense was $1,164,950, $779,346 and $995,226, respectively

5. Income Taxes

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

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

The Company applies a more-likely-than-not recognition threshold for all tax uncertainties. Accordingly, only those tax benefits that have a greater than 50% likelihood of being sustained upon examination by the taxing authorities are recognized. As applied to the Company, any tax uncertainties would principally relate to state income taxes, or uncertainties in its U.S. Federal income tax return that is used to determine state income tax liability. Management has reviewed the Company's tax positions and determined there were no significant outstanding or retroactive tax positions. The tax years which principally remain subject to examination by major tax jurisdictions as of March 31, 2026, are 2021 through 2024.

Income Tax Expense
A breakout of the Company's provision for income taxes between federal and state current and deferred taxes is as follows for the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024:

	Years ended March 31,		Period From November 28, 2022 to March 31,
	2026	2025	2024
Current income tax			
Federal	$ 16,990,890	$ 18,606,111	$ 17,767,509
State	7,749,135	3,028,448	3,781,303
Total current income tax	24,740,025	21,634,559	21,548,812
Deferred income tax, net			
Federal	194,867	(134,388)	163,642
State	25,027	(16,796)	26,786
Total deferred income tax	219,894	(151,184)	190,428
Total income tax expense	$ 24,959,919	$ 21,483,375	$ 21,739,240

A reconciliation of the provision for income taxes at the statutory federal tax rates to the Company's actual provision for income taxes is as follows for the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024:

	Years ended March 31,		Period From November 28, 2022 to March 31,
	2026	**2025**	**2024**
Computed at federal statutory rates	$ 18,759,969	$ 19,086,423	$ 17,331,214
Permanent difference	274,124	188,467	740,046
State taxes	3,255,132	2,375,680	3,678,325
Other current adjustment	2,670,694	(167,195)	(10,345)
Total provision for income taxes	$ 24,959,919	$ 21,483,375	$ 21,739,240

The Company's deferred tax liability in the amount of $90,309 and deferred tax asset in the amount of $129,585 related to the difference between book and tax depreciation, inventory provision, and deferred revenue as of March 31, 2026 and 2025, respectively.

The amount of tax-related balances due to affiliates as of March 31, 2026 and 2025 is $7,717,203 and $5,459,103, respectively, as included in due to affiliates, net in the accompanying balance sheets.

For the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024, interest and penalties related to income taxes were charged to expense, offset by reversals of previously accrued interest and penalties on income taxes, resulting in a net cost of $229,233, $220,039 and $775,201, respectively.

6. Leases

The Company has long-term operating leases, comprised entirely of real estate lease arrangements. Operating leases have remaining lease terms of up to 6 years, and there are no finance leases outstanding. The largest lease includes an option for the business to extend the lease for a period of an additional 10 years, for which notice must be provided in 2031. The other leases include options to extend the leases and options to terminate the leases.

The following table summarizes the balances as it relates to leases as of March 31, 2026 and 2025:

(in thousands of dollars)	March 31, 2026	March 31, 2025
Operating leases		
Operating lease right-of-use assets	$ 2,037	$ 2,054
Operating lease liability, current portion	398	415
Operating lease liability, long-term portion	1,744	2,046

The details of the Company's operating leases are as follows:

(in thousands of dollars)	Years ended March 31, 2026	Years ended March 31, 2025	Period From November 28 2022 to March 31, 2024
Operating lease cost	$ -	$ 514	$ 660
Amortization of right of use assets	444	393	397
Interest on lease liabilities	99	99	74
Total lease cost	$ 543	$ 1,006	$ 1,131

Future minimum lease payments under noncancellable leases as of March 31, 2026 were as follows:

(in thousands of dollars)	Operating Leases
Year ending March 31,	
2027	$ 480
2028	412
2029	411
2030	396
2031	383
Thereafter	325
Total minimum lease payments	2,407
Less: Amounts representing interest	(265)
Present value of minimum lease payments	2,142
Less: Current portion of lease obligation	(398)
Total long-term lease obligation	$ 1,744

The Company's weighted-average remaining lease-term and weighted-average discount rate are as follows:

Lease Term and Discount Rate	March 31, 2026	March 31, 2025
Weighted average remaining lease-term (years)		
Operating leases	5.15	6.30
Weighted average discount rate (percent)		
Operating leases	4.43 %	4.13 %

Supplemental cash flow and other information related to operating leases are as follows:

(in thousands of dollars)	Years ended March 31, 2026	2025	Period From November 28, 2022 to March 31, 2024
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flow from operating leases	$ (481)	$ (495)	$ (639)
Noncash activity in the measurement of ROU assets and lease liabilities			
Additions and modifications to right of use assets and lease liabilities	$ 301	$ 389	$ 165

7. Commitments and Contingencies

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business. It is the opinion of management that the liability, if any, arising from the ultimate disposition of such legal proceedings will not have a material impact on the Company's financial position or results of operations. Any current pending litigations are currently covered by the Company's insurance carrier and settled directly by the insurance carrier. As a result, no provision or asset is recognized within these financial statements.

8. Employee Benefit Plans

On December 24, 2015, the Company adopted the JFE Franchising, Inc. Pension Plan (the "Pension Plan") and JFE Franchising, Inc. Retirement Plan (the "Retirement Plan") to provide retirement benefits for its employees who are at least 21 years of age and are employed for at least one year with the Company. Under the Retirement Plan, the Company makes contributions to the plan at the minimum of 3% of each eligible employee's annual compensation. The Pension Plan and Retirement Plan were combined under a floor-offset plan arrangement for tax advantage purposes. In 2018, two participants associated with the Pension Plan who were previously employed by JFE Franchising, Inc. were transferred to employment with an affiliated entity, and the Pension Plan became effectively a multi-employer plan. Accordingly, in accordance with an agreement with the affiliated entity, the affiliated entity makes annual contributions to the Pension Plan for benefit amounts associated with participants under or retired from its employ as of the end of the plan year. Similarly, the Company would make annual contributions to the Pension Plan for any benefit amounts associated with participants under or retired from its employ as of the end of the plan year. The Company recognized a current liability of $1,512,938 and $1,904,728 associated with the Retirement Plan contribution as of March 31, 2026 and 2025, respectively.

9. Equity

The Company paid dividends throughout the years ended March 31, 2026 and 2025 and period from November 28, 2022 to March 31, 2024 of $11,503,101, $0 and $1,400,000, respectively.

10. Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before financial statements are issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing the financial statements.

Management has evaluated subsequent events through July 23, 2026, the date the financial statements were available to be issued. Based on this evaluation, there were no material events or transactions which required disclosure.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.

JFE Franchising Inc.
Summary Balance Sheet
as of June 30, 2026

ASSETS	
Current Assets	
Checking/Savings	196,950,001.28
Accounts Receivable	54,335,607.27
Other Current Assets	13,088,902.61
Total Current Assets	**264,374,511.16**
Fixed Assets	3,889,590.87
Other Assets	166,469,257.82
TOTAL ASSETS	**434,733,359.85**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	1,856,197.73
Credit Cards	1,157,594.76
Other Current Liabilities	201,639,414.13
Total Current Liabilities	**204,653,206.62**
Long Term Liabilities	1,656,739.79
Total Liabilities	**206,309,946.41**
Equity	228,423,413.45
TOTAL LIABILITIES & EQUITY	**434,733,359.85**

JFE Franchising Inc.
Income Statement
April 1, 2026 - June 30, 2026

Income		
	41100 · Product Sales	
	41101 · Label Sales	187.00
	41102 · Side	1,569.92
	41104 · SnowFruit_Side	-
	Total Product Sales	**1,756.92**
	41200 · Sushi_Direct Store	1,240,632.64
	41300 · Education Fees	50,700.00
	41400 · Sushi_Franchise Fees	378,096.90
	41401 · Fruit_Franchise Fees	691,015.67
	41500 · Sushi_Insurance Revenue	1,983,928.35
	41600 · Sushi_Royalty Income	10,303,110.45
	41601 · Fruit_Royalty income	21,522,732.94
	41602 · Fruit_Insurance Revenue	2,530,401.79
	41603 · Fruit_Direct Store	1,421,221.47
	41701 · Sushi Printer Subscription	110,124.36
	41702 · Fruit Printer Subscription	97,755.48
	41900 · Sales Allowance & Dis_Snowfox	(34,307.91)
	41901 · Sales Allowance & Dis_ Snowfrut	(232,958.52)
	Total Revenue	**40,064,210.54**
Cost of Goods Sold		
	51100 · *Cost of Goods Sold	1,139.43
	51300 · Direct Store_Material Cost	908,494.69
	51301 · Direct StoreFruit Material Cost	821,058.34
	51400 · Direct Store_Store management	1,003,475.18
	51401 · Direct Store_Fruit Store mgmt	968,070.27
	51600 · Cost of Goods Sold - Subs.	11,400.00
	51700 · Cost of Goods Sold_Fruit	5,961.97
	51800 · Ingredient Costs Cen Kitchen	367,156.08
	51900 · Labour - Central Kitchen	139,401.32
	Total Cost of Goods Sold	**4,226,157.28**
Gross Profit		**35,838,053.26**
Expense		
	61200 · Bank Service Charges	10,342.94
	61300 · Depreciation Expense	308,004.64
	61301 · Amorization Expense	2,546.64
	61303 · Lease Amortization Expense	97,799.53
	61304 · Lease Interest Expense	22,111.03

61400 · Donation	
61401 · Other Donation	47,500.00
61400 · Donation - Other	7,500.00
61500 · Education & Training	
61503 · Food Show / Seminar	6,632.78
61504 · Workshop	5,000.00
61505 · ServeSafe Education	28,776.83
61507 · HR Education	10,000.00
61603 · Employee Life Insurance	15,094.65
61604 · Employee Medical	703,920.31
61606 · Employees Benefit_Misc	41,407.21
61607 · Holiday Party	4,143.21
61608 · Meal	489.29
61600 · Employees Benefit - Other	(64.35)
61701 · Auto Insurance Expenses	16,228.22
61703 · Other Insurance Expense	228,975.41
61704 · WC Insurance	5,938.65
61707 · Bond Insurance Expense	127.71
61903 · Permit	49,857.81
61905 · Environmental Protection Fees	78,995.94
61900 · License & Permit - Other	383.50
62001 · Advertisement	177,791.79
62002 · IDDBA	1,500.00
62005 · Marketing Supplies	166,812.75
62007 · Promotion	500.00
62008 · Fruit Marketing Supplies	361,299.27
62100 · Meals and Entertainment	203,194.83
62201 · Cleaning Expenses	4,053.71
62202 · Membership Expenses	(31.46)
62203 · Office Supplies Expenses	115,194.50
62204 · Software Expenses	772,770.58
62200 · Office Expenses - Other	324.75
62301 · Bar Code Scan	7,345.59
62302 · Inspection	610,931.86
62304 · Pre-Employment Cost & Others	21,788.57
62305 · Store Management	40,600.00
62401 · Employee Payroll	16,429.82
62403 · Employee Payroll_Admin	1,396,425.20
62404 · Employee Payroll_Sushi	2,095,703.66
62405 · Employee Payroll_Fruit	1,656,218.15
62406 · Regional Management Charge	139,286.68
62410 · Payroll Tax_Admin	85,970.70
62411 · Payroll Tax_Sushi	225,555.71
62412 · Payroll Tax_Fruit	165,873.27

	62501 · Accounting Services	226,728.03
	62503 · Legal Services	32,298.85
	62504 · Others	28,533.72
	62505 · Trademark	7,500.00
	62508 · Recruitment Cost	9,250.00
	62600 · Rent or Lease	54,766.55
	62701 · Auto Expenses	402,648.24
	62702 · Building Expenses	35,545.81
	62703 · Landscape Expenses	5,825.00
	62801 · Franchisee Supplies	(38,287.82)
	62802 · R&D Supplies	20,064.13
	63002 · Other Tax	15,529.34
	63003 · Property Tax	15,253.22
	63004 · Income Tax	(16.00)
	63101 · Airfare	215,365.52
	63102 · Car Rental & Gas	296,046.70
	63104 · Lodging	324,884.75
	63106 · Travel Misc.	62,456.02
	63200 · Utilities	162,816.07
	63301 · Delivery for Commissary Costco	150.70
	63300 · Freight & Delivery - Other	60,429.36
	63400 · Late Fees	6,635.88
	Total Expense	**11,901,675.95**
Net Ordinary Income		**23,936,377.31**
Other Income/Expense		
Other Income		
	71100 · Interest Earned	1,421,142.98
	71400 · Gains on Disposition of Propert	3,689.22
	71600 · Violation income	112,111.67
	72500 · Interest Income_Cash Pooling	643,033.59
	72700 · Gain or loss on FX valuation	(97,710.73)
	Total Other Income	**2,082,266.73**
Other Expense		
	71700 · Other Expense	39,323.97
	71710 · Bad Debt Expense	(137.50)
	71800 · Loss on Disposition of Property	(1,478.20)
	72300 · Tax Penalties & Interests	92,902.29
	72502 · Pre-opening costs - Fruit	118,800.00
	72600 · Income Tax	6,556,621.88
	72800 · Group Management Charge	266,213.28
	72801 · Regional HQ Recharges	398,482.97
	Total Other Expense	**7,470,728.69**
	Net Other Income	**(5,388,461.96)**
Net Income		**18,547,915.35**

EXHIBIT J
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

DISCLOSURE ACKNOWLEDGEMENT STATEMENT

JFE FRANCHISING, INC.
DISCLOSURE ACKNOWLEDGEMENT STATEMENT

Franchisee Name: _____

Franchisee

Address: _____

JFE Franchising, Inc ("Franchisor") and you are preparing to enter into a franchise agreement for the operation of a franchised Snowfruit Unit. Franchisor requires that you complete and sign this Disclosure Acknowledgement Statement. If you are purchasing an existing franchised business from another franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of Franchisor. These statements do not apply to any communication you may have had with the transferring franchisee.

You make the following representations to us. If any statement is not correct, or if you are aware of exceptions to them, note them in #7 below.

1. I received a copy of the Franchisor's FDD (and all exhibits and attachments) with at least 14 calendar days between the date of receipt and the date of signing.

2. I signed a receipt for the FDD indicating the date I received it.

3. I received a copy of the final form of the franchise agreement with at least 7 calendar days between the date of receipt and the date of signing the franchise agreement.

4. I have not signed any binding agreement with JFE concerning the purchase of this franchise prior to today.

5. I have not paid JFE any money concerning the purchase of this franchise prior to today.

7. JFE is a wholly owned subsidiary of Snowfox US Holdco, Inc. ("Holdco Inc."), a Delaware corporation. Holdco Inc. is a publicly traded company. As a result of being a public company, there is a substantial amount of financial and other information available to the public about Holdco Inc., including information provided to potential investors in Holdco Inc.

11. **THE FOLLOWING CORRECTIONS AND/OR EXCEPTIONS TO THE ABOVE STATEMENTS ARE AS FOLLOWS (IF NO CORRECTIONS OR EXCEPTIONS, WRITE "NONE" AND INITIAL):**

Description or Write "None"	Initial

(Attach additional sheets if necessary)

Dated: _____

Franchisee:

Corporation (or other entity)	Individual
_____	_____
By:	Signature
Its:	Print Name: _____

EXHIBIT K
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
EXPRESS UNIT ADDENDUM

EXPRESS UNIT ADDENDUM TO FRANCHISE AGREEMENT

This is an Addendum to Franchise Agreement by and between JFE Franchising, Inc., a Texas corporation, having its principal place of business at 2021 Bingle Road, Houston, Texas ("**Franchisor**") and _____ ("**Franchisee**") executed simultaneously with this Addendum (the "Franchise Agreement"). All capitalized or initially capitalized terms used in this Addendum but not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. The Express Unit Franchise contemplated by this Addendum will be subject to all of the provisions contained in the Franchise Agreement, as modified by this Addendum.

1. The Express Unit Franchise which is the subject of this Addendum is a Snowfruit Unit at a Location that the Store Owner has identified as a developing market ("Express Unit Franchise").

2. Section 3.1 on Initial Franchise Fee is revised in part to state that there shall be no Initial Franchise Fee for the purchase of this Express Unit Franchise.

3. Section 3.2 on Compensation to Franchisor is revised in part to state that initially, Franchisor Compensation will be not less than 5% nor more than 15% of Gross Sales.

4. Section 3.3 on Compensation to Franchisee and Method of Payment is revised in part to state that initially, Store Owner Compensation will vary between 15% and 17.5% of Gross Sales.

5. On the Gross Sales Evaluation Date (as defined below), if your average weekly Gross Sales since either (i) the date you opened for business, if you have been in business for less than one (1) year or (ii) the Gross Sales Evaluation Date of the previous calendar year, if you have been in business for more than one (1) year was greater than $3,000, Sections 3 and 4 herein shall be null and void.

The "Gross Sales Evaluation Date" is currently on or about May 15 of any calendar year. We reserve the right to change the Gross Sales Evaluation Date in our sole discretion.

6. Section 5.2 on Training is revised in part to state that the $500 per person fee for the Initial Training Program shall be waived for up to three (3) attendees.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed, and delivered this Addendum on the date set forth below each signature.

FRANCHISEE	**JFE FRANCHISING, INC.**
By:	By:
_____	_____
Name:	Name:
Title:	Title:

EXHIBIT L
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT
STATE SPECIFIC ADDENDA

The laws of several states require that we provide this Franchise Disclosure Document to you at the following earlier dates:

> Michigan requires that we give you this Franchise Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

For franchises that we sell for locations In CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, VIRGINIA, WASHINGTON and WISCONSIN, applicable state law requires us to disclose additional information. Please refer to the separate state addenda pages in this Exhibit for the additional disclosures that may apply to you (the Michigan pages are in front of this disclosure document).

Each provision of these Addenda to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the respective state's laws are met independently, without reference to these Addenda to the Disclosure Document.

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

HAWAII
ADDENDUM TO DISCLOSURE DOCUMENT

The JFE Franchising, Inc. Disclosure Document for use in the State of Hawaii is modified in accordance with the following:

1. For Hawaii franchisees, the conditions under which the franchise can be terminated and rights upon nonrenewal may be affected by Hawaii Revised Statutes, Section 482E-6.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ILLINOIS
ADDENDUM TO DISCLOSURE DOCUMENT

The Franchise Disclosure Document ("FDD") for JFE FRANCHISING, INC. for use in the State of Illinois is modified in accordance with the following:

The following are added to the Franchise Disclosure Document:

Illinois law governs the franchise agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

ILLINOIS

ADDENDUM TO FRANCHISE AGREEMENT FOR ILLINOIS FRANCHISES

The undersigned hereby acknowledge and agree that:

1. Paragraph 16.21 (waiver of punitive damages) is hereby modified by adding the following to the end thereof:

> However, the waiver in this paragraph 16.21 relating to punitive damages shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

2. Section 16.4 of the Franchise Agreement is hereby modified by adding the following paragraph:

> "Nothing contained in Section 16.4 of the Franchise Agreement shall constitute a waiver under the Illinois Franchise Disclosure Act."

3. The following provisions are added to the Franchise Agreement and replace any provisions that are in conflict with the following:

> Illinois law governs the franchise agreements.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
>
> Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
>
> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Date: _____

FRANCHISEE:	**JFE FRANCHISING, INC.**
By: _____	By: _____
Name:	Name:
Title:	Title:

INDIANA

ADDENDUM TO FRANCHISE AGREEMENT FOR INDIANA FRANCHISES

The Indiana Securities Division requires the following specific disclosures to be made to prospective Indiana franchisees:

1. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, please note that you do not have to sign any general release to renew or assign your franchise.

2. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, any arbitration or litigation arising under the Franchise Agreement shall take place in Indiana or other place mutually agreed by you and the franchisor. Under Indiana law, no litigation brought for breach of the Franchise Agreement may be limited in any manner whatsoever.

3. If there are any differences between Texas law and Indiana law regarding the franchise relationship, termination or renewal, franchise registration or franchise disclosure, the law of Indiana shall apply.

4. The rights of parties to punitive or exemplary damages in court proceedings in Indiana are not waived.

5. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, no action may be brought for a violation of the Indiana Deceptive Franchise Practices Act (Indiana Code 23-2-2.7) more than 2 years after the violation and no action may be brought to enforce any liability created under the Indiana Franchise Law (Indiana Code 23-2-2.5) more than 3 years after discovery by the plaintiff of the facts constituting the violation.

6. Notwithstanding anything different in the Disclosure Document or Franchise Agreement, Franchisor may not require a franchisee to covenant not to compete with Franchisor in an area greater than the exclusive area granted by the Franchise Agreement, or in the absence of such provision, an area of reasonable size, upon termination or failure to renew the franchise.

Date: _____

FRANCHISEE:	**JFE FRANCHISING, INC.**
By: _____	By: _____
Name:	Name:
Title:	Title:

NEW YORK

ADDENDUM TO FRANCHISE AGREEMENT
AND DISCLOSURE DOCUMENT
FOR USE IN NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A-1 OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or

securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

Signature Page Follows

Date: _____

FRANCHISEE:	**JFE FRANCHISING, INC.**
By: _____	By: _____
Name: Title:	Name: Title:

RHODE ISLAND

ADDENDUM TO DISCLOSURE DOCUMENT

1. Item 17 of the Franchise Disclosure Document is amended by the addition of the following:

> "Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that 'A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.'"

RHODE ISLAND

ADDENDUM TO FRANCHISE AGREEMENT FOR RHODE ISLAND FRANCHISEES

The undersigned hereby acknowledge and agree that:

1. Section 16.12 of the Franchise Agreement on Governing Law/Consent to Jurisdiction is amended by the addition of the following language to the original language that appears therein:

   > Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that 'A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.'"

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

Date: _____

FRANCHISEE:	**JFE FRANCHISING, INC.**
By: _____	By: _____
Name:	Name:
Title:	Title:

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Va. Code Ann. § 13.1-564, the Franchise Disclosure Document for JFE Franchising, Inc. for use in the State of Virginia shall be amended as follows:

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement do not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

VIRGINIA

ADDENDUM TO FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

The undersigned hereby acknowledge and agree that:

1. All references in the Franchise Agreement which provide that the Franchise Agreement may be terminated for any reason are in violation of Section 13.1-564 of the Virginia Retail Franchising Act and are unenforceable.

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Addendum.

Date: _____

FRANCHISEE:	**JFE FRANCHISING, INC.**
By: _____	By: _____
Name: Title:	Name: Title:

WISCONSIN

ADDENDUM TO FRANCHISE AGREEMENT FOR USE IN WISCONSIN

The undersigned hereby acknowledge and agree that:

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provisions of the Franchise Contract or Agreement if such provisions are in conflict with that law.

Date: _____

FRANCHISEE:	**JFE FRANCHISING, INC.**
By: _____	By: _____
Name:	Name:
Title:	Title:

EXHIBIT L
TO SNOWFRUIT FRANCHISE DISCLOSURE DOCUMENT

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
Illinois	Exempt
Indiana	January 9, 2026, as amended July 29, 2026
Michigan	November 4, 2025
New York	Exempt
North Dakota	Pending
Rhode Island	Pending
South Dakota	October 3, 2025
Virginia	Pending
Wisconsin	July 24, 2026, as amended August 28, 2026

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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

If JFE Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the state agency listed on Exhibit "A".

The franchisor is JFE Franchising, Inc., located at 2021 Bingle Road, Houston, Texas 77055. Its telephone number is (713) 463-7777.

Issuance date: July 23, 2026, as amended August 28, 2026. See Exhibit L for effective dates in registration states.

The names, principal business addresses, and phone numbers of the franchise sellers offering the franchise are:

Name	Address	Phone Number
Aung Zaw	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
KaLa Noo Javillonar	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Hkawng (Henry) Ze	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Hnin Yu	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Nang Moe	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Ni Sung	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Jennifer Cheung	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777

And check and fill in if applicable: □ _____

We authorize Francesco Rugiano at JFE Franchising, Inc., 2021 Bingle Road, Houston, Texas 77055 to receive service of process for us, or if you are located in a franchise registration state outside of Texas, the agents listed in Exhibit "A" are authorized to receive service of process on behalf of franchisor.

I received a disclosure document dated July 23, 2026, as amended August 28, 2026, that included the following Exhibits:

A State Franchise Administrators – Agents for Service of Process
B. Franchise Agreement and Exhibits (including General Release)
C Initial Training Agreement
D Purchase Agreement and Exhibits
E Table of Contents of Manuals
F List of Franchised Outlets
G List of Terminated Franchises
H List of Transferred Franchises
I Financial Statements
J Disclosure Acknowledgement Statement
K Express Unit Addendum
L State Specific Addenda
M State Effective Dates

Date: _____

_____
Signature of Prospective Franchisee

_____
Print Name

KEEP THIS COPY FOR YOUR RECORDS.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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

If JFE Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the state agency listed on Exhibit "A".

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Nang Moe	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Ni Sung	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777
Jennifer Cheung	2021 Bingle Road, Houston, Texas 77055	(713) 463-7777

And check and fill in if applicable: □ _____

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I Financial Statements
J Disclosure Acknowledgement Statement
K Express Unit Addendum
L State Specific Addenda
M State Effective Dates

Date: _____

_____
Signature of Prospective Franchisee

_____
Print Name

Please date and sign this Receipt and return to:

JFE Franchising, Inc., 2021 Bingle Road, Houston, TX 77055-1435
Or email to fdd@snowfruit.com