UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K/A
(Amendment No. 2)

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 5, 2024

Yoshiharu Global Co.
(Exact name of registrant as specified in its charter)

Delaware	**001-41494**	87-3941448
(State or other Jurisdiction of Incorporation)	(Commission File No.)	(IRS Employer Identification No.)

6940 Beach Blvd., Suite D-705
Buena Park, CA 90621
(Address of principal executive offices and zip code)

(714) 694-2403
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.0001 par value	YOSH	The Nasdaq Stock Market LLC (Nasdaq Capital Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Explanatory Note

This report hereby amends and restates Item 1.01 of the Current Report on Form 8-K filed on July 5, 2024 to provide the pro forma financial statements associated with Yoshiharu Global Co.'s acquisition of the three Las Vegas restaurant entities (Jjanga LLC, Ramen Aku LLC and HJH LLC) owned by Mr. Jiyuck Hwang, a restaurant operator. This report also includes a revised version of the Seller Carry Loan Note filed as Exhibit 10.2. This revised Seller Carry Loan Note corrects the two repayment dates from November 30, 2024 to April 12, 2025 and from November 30, 2025 to April 12, 2026.

Item 1.01 Entry into a Material Definitive Agreement

On June 12, 2024, Yoshiharu Global Co. (the "Company") executed an amended and restated asset purchase agreement (the "A&R Asset Purchase Agreement"), dated June 12, 2024, by and between the Company and Mr. Jiyuck Hwang, a restaurant operator ("Seller") which amended and restated that certain Asset Purchase Agreement originally dated as of November 21, 2023 as described in the Company's Form 8-K filed with the SEC on November 27, 2023. The parties executed the A&R Asset Purchase Agreement to allow for separate closings of the restaurants at the request of a lender, and for each closing to become effective as of April 20, 2024.

Pursuant to the A&R Asset Purchase Agreement, the Company will purchase all or substantially all of the assets of the following three restaurant entities owned by the Seller: Jjanga, HJH and Aku (the "Acquisition"). The Company agreed to pay the Seller $1,800,000 in cash, a promissory note in the principal amount of $600,000 (the "Promissory Note") and a convertible note having a principal amount of $1,200,000 which shall be convertible into the Company's Class A common stock in accordance with the terms therein (the "Convertible Note"). Additionally, the Company has entered into an employment agreement with the Seller whereby the Seller will serve as the Managing Director of each restaurant upon consummation of the Agreement (the "Employment Agreement"). The A&R Asset Purchase Agreement also contains customary representations, warranties, indemnification provisions and closing conditions including the required audit of target assets in accordance with applicable SEC regulations.

The principal sum of the Promissory Note shall be repaid by the Company to the Seller in two equal installments due November 30, 2024 and November 30, 2025. Each annual installment shall be in the amount of $300,000. The Promissory Note specifies that payments shall be made without the addition of interest. If the Company fails to make any payments as required, the Promissory Note states that the entire balance shall become immediately due and payable.

The Convertible Note states that the principal sum shall accrue interest at a rate of 0.5% per annum and specifies that the maturity date is one year from the closing date. The terms of the Convertible Note provide that upon the maturity date, the Seller has the right to convert any outstanding and unpaid portion of the Convertible Note into the Class A Common stock of the Company. If the Seller chooses to exercise this right, the conversion price will be 150% of the average of the highest and lowest prices of the Company's stock during the five business days immediately after the closing date of the Amended Asset Agreement (the "Conversion Price Formula"). If the closing stock price on the conversion date is lower than the price produced via the Conversion Price Formula, the Seller shall have the option to choose the cash receipt of any outstanding and unpaid portion of the Convertible Note or convert any outstanding and unpaid portion of the Convertible Note into the Company's stock using the same Conversion Price Formula. If the stock price on the conversion date is higher than the price produced by the Conversion Price Formula, the Seller shall convert any outstanding and unpaid portion of the Convertible Note into the Company's stock. Upon choosing to convert, the Seller must provide written notice to the Company indicating the portion of the Convertible Note to be converted.

The Employment Agreement sets out Mr. Hwang's position, duties, compensation, employment term and termination rights. Mr. Hwang will serve as Managing Director of Yoshiharu LV which will manage the new Las Vegas restaurants. He will be paid an annual base salary of $180,000 with a performance bonus schedule based on how much money in excess of the target EBITDA Yoshiharu LV achieves. Under this performance incentive program, Mr. Hwang is eligible for Restricted Stock Units worth up to $100,0000. The Employment Agreement specifies that he will be employed for an initial term of 3 years, beginning immediately after the closing date of the Amended Asset Agreement, subject to extension or early termination. The termination clause of the Employment Agreement provides that either party may terminate employment with or without cause upon 60 days written notice to the other party. If Mr. Hwang's employment is terminated with or without cause, he is not entitled to receive a severance package.

Item 2.01 Completion of Acquisition or Disposition of Assets

On June 12, 2024, the Company closed the Acquisition described in Item 1.01 above for an aggregate $3.6 million. The Company intends on filing the requisite financial statements required by the SEC by amendment.

The summary provided herein of the A&R Asset Purchase Agreement is qualified in its entirety by reference to the whole of such agreement, which is included as Exhibit 10.1 attached hereto and the summarizes of the Promissory Note, Convertible Note and the Employment Agreement are qualified in their entirety by reference to the whole of each instrument, which were each included as Exhibits to the Company's Current Report on Form 8-K filed with the SEC on November 27, 2023 (and also referenced herein).

Item 9.01 Financial Statements and Exhibits

The Promissory Note, Convertible Note and Employment Agreement were previously filed with the SEC on the Company's Current Report on Form 8-K on November 27, 2023. There were no changes to any of these agreements in the A&R Asset Purchase Agreement, except for the Seller Carry Loan Note which has been revised to correct the two repayment dates from November 30, 2024 to April 12, 2025 and from November 30, 2025 to April 12, 2026. The financial statements required by this Item 9.01(a) is included by Exhibit to this Current Report on Form 8-K. The financial statements include: (i) the combined financial statements as of and for the years ended December 31, 2023 and 2022, (ii) the unaudited combined financial statements as of and for the three months ended March 31, 2024 and 2023 and (iii) the combined pro forma financial statements as of and for the year ended December 31, 2023.

(d) Exhibits.

Exhibit No.	**Description**
10.1	Amended and Restated Asset Purchase Agreement by and between the Company and the Seller dated June 12, 2024
10.2	Seller Carry Loan Note.
10.3	Convertible Note Agreement (incorporated by reference to Exhibit 99.3 to our Current Report on Form 8-K filed on November 27, 2023)
10.4	Employment Offer Letter of Jiyuck Hwang (incorporated by reference to Exhibit 99.4 to our Current Report on Form 8-K filed on November 27, 2023)
99.1	Press Release
99.2	Combined Audited Financial Statements of Jjanga LLC, HJH LLC and Ramen Aku LLC for the years ended December 31, 2023 and 2022.
99.3	Unaudited Combined Financial Statements of Jjanga LLC, HJH LLC and Ramen Aku LLC for the three months ended March 31, 2024 and 2023.
99.4	Combined Pro Forma Financial Statements of Yoshiharu Global Co., Jjanga LLC, HJH LLC and Ramen Aku LLC at March 31, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 26, 2024

YOSHIHARU GLOBAL CO.

By:	*/s/ James Chae*
Name:	James Chae
Title:	Chief Executive Officer

Exhibit 10.1

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT, dated as of June 12, 2024, is being executed in connection with that certain Asset Purchase Agreement dated as of November 21, 2023 (the "**Agreement**"), by and among JJANGA LLC "**Jjanga Entity**", HJH LLC ("**HJH Entity**"), and RAMEN AKU LLC ("**AKU Entity**", and together with Jjanga Entity and HJH Entity, the "**Restaurant Entities**"), Jihyuck Hwang, a natural person (together with the Restaurant Entities, collectively, the "**Sellers**"), Yoshiharu Global Co., a Delaware corporation ("**YOSH**") and Yoshiharu LV, Inc., a Nevada corporation and wholly owned subsidiary of YOSH (together with YOSH, the "**Buyer**").

W I T N E S S E T H:

WHEREAS, Jihyuck Hwang is the sole owner of Jjanga Entity, which is the sole owner of the restaurant called "Jjanga" (the "**Jjanga**"), located at 6125 S. Fort Apache Road, Suite 200, Las Vegas, NV 89148 (the "**Jjanga Location**"), Jihyuck Hwang is the sole owner of HJH Entity, which is the sole owner of the restaurant called "HJH" ("**HJH**"), located at 280 E Flamingo Road, Suite C, Las Vegas, NV 89169 (the "**HJH Location**") and Jihyuck Hwang is the sole owner of Aku Entity, which is the sole owner of the restaurant called "Aku" ("**Aku**"), located at 6572 N Decatur Blvd., Las Vegas, NV 89131 (the "**Aku Location** (the assets relating to the operation of Jjanga and Aku are referred to as the "**Financed Business**", and together also with HJH, collectively the "**Business**");

WHEREAS, Buyer desires to purchase and acquire from Seller, and Seller desires to sell, transfer and assign to Buyer, all or substantially all of the assets of the Restaurant Entities used or useful in the Business and to assume certain liabilities relating to the Business as set forth herein below, for the Purchase Price (as defined herein) and upon and subject to terms and conditions hereinafter set forth;

WHEREAS, simultaneous with and as a condition to the HJH Closing (as defined below) of this Agreement, Buyer shall pay to HJH Entity for a total purchase price of $600,000 (the "**HJH Purchase Price**"), of which (a) $300,000 shall be paid in cash, (b) $100,000 shall be paid in the form of a promissory note in the form of Exhibit A attached hereto (a "**Carry Loan Note**") having a principal amount of $100,000 and (b) $200,000 shall be paid in the form of a convertible note in the form of Exhibit B attached hereto (a "**Convertible Note**") having a principal amount of $200,000 which shall be convertible into Class A common shares of the Company, par value $0.0001 per share ("**YOSH Shares**") on the terms set forth therein, in the form of the Convertible Note;

WHEREAS, sim1ultaneously with and as a condition to the Financed Business Closing (as defined below) of this Agreement, Buyer shall pay to Jjanga Entity and Aku Entity for the Financed Business a total purchase price of $3,000,000 (the "**Financed Business Purchase Price**"), of which (a) $1,500,000 shall be paid in cash, (b) $500,000 shall be paid in the form of a Carry Loan Note having the principal amount of $500,000, (c) $1,000,000 shall be paid in the form of a Convertible Note having the principal amount of $1,000,000; and

WHEREAS, Mr. Hwang to enter into an employment agreement with Buyer in the form of Exhibit C attached hereto (the "**Employment Agreement**" and together with this Agreement, the Carry Loan Note and the Convertible Note, the "**Transaction Documents**") pursuant to which Mr. Hwang shall serve as the Managing Director of each restaurant constituting the Business.

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

1. Purchase and Sale of Business and Acquired Assets.

1.1 Acquired Assets. Subject to and upon the terms and conditions set forth in this Agreement, Sellers will sell, transfer, convey, assign and deliver to Buyer, and Buyer will purchase and acquire from Sellers at each respective Closing (as defined herein) using a new company subsidiary, all right, title and interest of Sellers on April 20, 2024 (including, without limitation, all cash generated on and after April 20, 2024, which shall be set aside to be delivered to Buyer at each Closing) in and to all or substantially all of the assets of the Restaurant Entities being sold pursuant to each such Closing which are used or useful in the Business of Sellers listed on Schedule 1.1 hereto (the "**Acquired Assets**"). The Acquired Assets shall also mean all right, title and interest in and to all of the assets of the Restaurant Entities of every kind, character and description, other than the Excluded Assets, which are related to or used in connection with the conduct and operation of the Business, whether personal or real, tangible or intangible and wherever located, whether or not reflected on the Restaurant Entities' financial statements, as such assets may exist on each Closing Date, including, but not limited to, all of its: (a) inventory and all furniture, furnishings, signage, fixtures, machinery, trade fixtures, inc1uding, but not limited to, leasehold improvements, security systems, kitchen and other equipment including, but not limited to, pots, pans, glassware, dishes, silverware and small wares, computer equipment, alarm systems, cameras and recording devices, protective cages, electrical installations, safes and all other tangible assets relating to the Business of the Restaurant Entities of every kind and nature; (b) goodwill associated with the Business, all value of the Business as a going concern, and all records related to the Business including, without limitation, customer records, customer information, customers cards, operations manuals, advertising matter, correspondence, mailing lists, credit records, purchasing materials and records, personnel records, blueprints, data bases, distributors, supplier information and records and all other data and know-how related to the Business, in any form or medium wherever located; (c) proprietary items including, but not limited to, menus, promotional items and literature, the use of the Mr. Hwang's name, face and likeness as it relates to the Restaurant Entities, the history of the Restaurant Entities, memorabilia, photographs and decor; (d) telephone and fax numbers, trade names, trademarks and trademark applications, service marks and service mark applications, patents and patent applications, designs, inventions, copyrights, assumed names, fictitious names, slogans, domain names, web addresses, web sites, all software and software licenses and all rights in all data processing systems and networks, and all operations manuals, computer hardware, data bases, related documentation and proprietary rights, trade secrets, recipes and know-how of any kind (collectively, "**Intellectual Property**"); (e) credits, prepaid expenses, advance payments, security deposits and prepaid items; (f) contracts, agreements, commitments, and personal property leases of the Restaurant Entities relating to the Business that are described in detail on Schedule 1.1 which Buyer affirmatively elects in writing to assume (the "**Purchased Commitments**"); (g) to the extent assignable, licenses and permits relating to the Business or the Acquired Assets; (h) privileges and advantages of every nature, kind and description, being personal or real, tangible or intangible, located at the Restaurant Entities or in any way used in connection with the Restaurants or possessed or owned by any Restaurant Entities or in which any Restaurant Entities has any interest whatsoever, including, without limitation, all of the licenses, permits, easements, regulatory rights, access rights, air rights, roof rights, antenna rights, developer and use rights, and wallscape and signage rights, leases, subleases and rights thereunder; and (j) contractors' and manufacturers' guarantees, warranties, indemnities or similar rights in favor of the Restaurant Entities with respect to any of Acquired Assets. All of the Acquired Assets are being sold, assigned, transferred, conveyed and delivered to Buyer hereunder free and clear of any mortgage, pledge, lien, claim, security interest, assessment, conditional sale agreement, burden, restriction, prior assignment, charge or encumbrance of any kind or nature whatsoever, including, without limitation, any Uniform Commercial Code lien or tax lien ("**Liens**"). The Acquired Assets shall be conveyed free and clear of all liabilities, obligations, liens and encumbrances excepting only those liabilities and obligations which are expressly agreed to be assumed by Buyer hereunder.

1.2 Excluded Assets. The Acquired Assets shall not include the assets listed on Schedule 1.2 attached hereto, licenses that are not assignable (which are set forth on Schedule 1.2), and all leases, contracts, agreements, commitments not relating to the Business, and all of the Restaurant Entities' rights under this Agreement (collectively, the "**Excluded Assets**").

1.3 Liabilities Assumed. On and subject to the terms and conditions of this Agreement, at each Closing, defined below, Buyer will only assume and agree to pay, perform and discharge only the obligations of the Restaurant Entities first arising from the operation of the Business following April 20, 2024 under the Purchased Commitments listed on Schedule 1.3 (the "**Assumed Liabilities**"). Notwithstanding any other provision of this Agreement, Buyer will not assume and shall not be responsible for the payment, performance or discharge of any liabilities or obligations of the Restaurant Entities, whether now existing or hereafter arising, relating to the Business unless specifically set forth on Schedule 1.3. Without limiting the foregoing, the Restaurant Entities, and not Buyer, shall be responsible for any and all of its respective liabilities, responsibilities, expenses and obligations relating to: (a) the Business (or any part thereto) incurred, accruing or arising before April 20, 2024, even if not asserted or discovered until on or after each Closing Date, and (b) the Excluded Assets.

1.4 Excluded Liabilities. On each Closing Date, except for the Assumed Liabilities, Buyer shall not assume or become liable for any obligations and liabilities of Sellers whatsoever.

2. Closing; Purchase Price.

2.1 Time and Place of Closing. Each closing of the sale of the Acquired Assets and the assumption of the Liabilities with respect to HJH, on the one hand (the "**HJH Closing**"), and the Financed Business, on the other hand (the "**Financed Business Closing**", and together with HJH Closing, each, a "**Closing**") shall take place no later than thirty (30) days after satisfaction or waiver of conditions precedent, at the offices of Pryor Cashman LLP, 7 Times Square, New York, New York, or such other time and place as the parties may agree upon, including by electronic means. The parties hereby agree that, to the extent allowable under law, the effective date of each such Closing shall be April 20, 2024. The HJH Closing and the Financed Business Closing may occur simultaneously or separately from each other. The date when each Closing actually takes place is herein sometimes referred to as a "**Closing Date**".

2.2 Purchase Price. On the terms and subject to the conditions set forth in this Agreement, Buyer agrees to pay or cause to be paid to Sellers an aggregate of $3,600,000 (the "**Purchase Price**") for the Business, which consists of the HJH Purchase Price of $600,000 and the Financed Business Purchase Price of $3,000,000, of which (a) $10,000 shall be paid in cash to the escrow accounts of the Sellers as honest money set forth on Exhibit D (the "**Escrowed Payment**"), (b) a balance of $1,790,000 shall be paid in cash, by wire transfer of immediately available funds to the bank account of the Sellers set forth on Exhibit E (which consists of $295,000 in cash payable for HJH and $1,495,000 in cash payable for the Financed Business), (c) $600,000 shall be paid with the issuance and delivery by the Buyer to the Sellers of Carry Loan Notes (a Carry Loan Note having the principal amount of $100,000 for the purchase of HJH and a Carry Loan Note having a principal amount of $500,000 for the purchase of the Financed Business) and (d) $1,200,000 shall be paid with the issuance of Convertible Notes (a Convertible Note having a principal amount of $200,000 for the purchase of HJH and a Convertible Note of $1,000,000 for the purchase of the Financed Business). The Parties also hereto agree that (i) $2,600,000 of the Purchase Price shall be allocated towards the purchase of Jjanga, (ii) $600,000 of the Purchase Price shall be allocated towards the purchase of HJH and (iii) $400,000 of the Purchase Price shall be allocated towards the purchase of Aku. In the event and to the extent the Purchase Price is mutually adjusted after the date hereof by the parties hereto as a result of an event or condition which has resulted in or that is reasonably likely to result in a Material Adverse Effect on the Business or the Acquired Assets, the parties hereto agree that such adjustment shall be made to the principal amount of the Carry Loan Note, the Convertible Note, or both, and shall not be an adjustment to the cash amount payable by the Buyer to the Sellers pursuant to Section 2.2(b) herein.

3. Representation and Warranties of Sellers. To induce Buyer to execute this Agreement and consummate the Transaction Documents contemplated hereunder, Sellers represent and warrant to Buyer as follows:

3.1 Power and Authority. Mr. Hwang is a natural person and the Restaurant Entities are corporations or limited liability companies that are duly incorporated or organized and validly existing under the laws of the State of Nevada and each other applicable jurisdiction. Each of Mr. Hwang and the Restaurant Entities all have the requisite power and authority to own, dispose of, operate and lease the Acquired Assets and the Business and to operate the Acquired Assets and the Business as such Acquired Assets and the Business are now owned, leased or operated by Sellers. Sellers have the full power and authority to enter into this Agreement required hereunder and to carry out the transactions contemplated herein.

3.2 Ownership of the Acquired Assets; Title; Sufficiency of Acquired Assets. Sellers own 100% of the Acquired Assets, and own the Acquired Assets directly and not through any other divisions or any affiliates of Sellers or through its stockholders. Sellers have, and upon payment therefor Buyer will have, good, valid and marketable title to all of the Acquired Assets and the Acquired Assets shall be free and clear of any liens, charges, options, security interests and any other interests or encumbrances. All of the Acquired Assets are, and will be at each Closing in good operating condition and repair, and no maintenance, repairs, or replacement thereof has been deferred. The Acquired Assets include, and upon the purchase of the Acquired Assets Buyer will own or have the uncontested right to use, all rights, properties (including Sellers's Intellectual Property), interests in properties, and assets necessary to permit Buyer to carry on the Business as presently conducted by Sellers. The Acquired Assets constitute all of the assets, tangible and intangible, of any nature whatsoever, necessary to operate the Business in the manner presently operated by Sellers.

3.3 Compliance with Laws. In operating the Business, the Sellers have complied in all material respects with all regulations, rules, ordinances, laws, statutes, orders and decrees of any governmental authority applicable to it (collectively, the "**Applicable Laws**"). Sellers have not received any written notice asserting any violation thereof or non-compliance therewith and there is no pending or, threatened investigation, inquiry or audit by any federal, state, or local governmental authority relating to the Business or the Acquired Assets.

3.4 Permits and Licenses. The Sellers and the Business have provided Buyer with true and complete copies of all existing licenses and permits, and (i) such licenses and permits constitute all of the licenses and permits currently necessary for the ownership and operation of the Business; (iii) no default has occurred in the due observance or condition of any license or permit which has not been heretofore corrected; (iv) the Sellers and the Business have not received any written notice from any source to the effect that there is lacking any license or permit needed in connection with the operation of the Business and its Acquired Assets; and (v) all licenses and permits are assignable to Buyer. Each permit and license held by the Sellers is valid and in full force and effect. There is not pending nor threatened, any investigation or proceeding which would reasonably be expected to result in the termination, revocation, limitation, suspension, restriction or impairment of any such license or permit or the imposition of any fine, penalty or other sanctions for violation of any such license or permit requirements. The Sellers now have, and have had at all relevant times, all licenses and permits required to legally own and use the Acquired Assets.

3.5 No Brokers or Advisors. The Sellers have not employed, either directly or indirectly, or incurred any liability to, any broker, advisor, finder or other agent in connection with the transactions contemplated by this Agreement.

3.6 Commitments. The Restaurant Entities have delivered or made available to Buyer true and correct copies of all written contracts, agreements, commitments, arrangements and personal property leases which relate to the Business and/or the Acquired Assets, including without limitation, all amendments thereto ("**Commitments**"). The Sellers and the Business have provided Buyer with a true, correct and complete list and summary description of all such written documents and any and all oral contracts, agreements, commitments, arrangements and personal property leases which relate to the Business and/or the Acquired Assets. The Sellers and the Business have provided Buyer with true and complete copies of the Commitments to be assumed by Buyer ("**Purchased Commitments**"). All Purchased Commitments are in full force and effect (and are expected to be in full force and effect immediately following each Closing) and represent the valid and binding obligations of the Restaurant Entities and the other parties thereto. The Restaurant Entities and all other parties thereto have performed in all material respects all obligations required to be performed by it or them thereunder, respectively. Neither the Restaurant Entities nor any other party is (with or without the lapse of time or the giving of notice, or both) in default under any such Purchased Commitment and the Restaurant Entities have not received any notice of any default or termination of any such Purchased Commitment from any other party thereto and the Restaurant Entities are not aware of any facts or circumstances (with or without the lapses of time or the giving of notice or both) under which it would be reasonably likely that there would be a default or termination of any such Purchased Commitment. The Restaurant Entities have no outstanding powers of attorney relating to the Business or the Acquired Assets.

3.7 No Change. Since July 31, 2023, there has not been: (a) any material change in the condition of the Acquired Assets; (b) any contract, agreement, lease or other commitment or arrangement (written or oral) entered into or amended relating to the Business; (c) any indebtedness, liability or obligation created, incurred or assumed by the Restaurant Entities; (d) any acquisition by the Restaurant Entities of any Acquired Assets in any transactions with any of the Restaurant Entities' officers, directors or Shareholders, or any relative by blood or marriage or, any party which is directly or indirectly controlling, controlled by or under common control with another person or entity (the "**Affiliate**") thereof or of the Restaurant Entities, or any acquisition of any Acquired Assets of material value in any transaction with any other person or entity; or any relative by blood or marriage or Affiliate (as hereinafter defined) thereof or of the Restaurant Entities, or any acquisition of any Acquired Assets of material value in any transaction with any other person or entity; (e) any material change in the Restaurant Entities' maintenance of its books of account; (f) any sale, lease or other disposition of or agreement to sell, lease or otherwise dispose of any of the Acquired Assets, except in the ordinary course of business and consistent with past practice; or (g) any other event, condition, change or circumstance which has had, or is reasonably expected to have, a Material Adverse Effect, on the Business or the Acquired Assets.

3.8 No Conflict; Consents and Approval. The Sellers and the Business have provided Buyer with true and complete copies of all third party (including landlords under the leases) and government consents. The execution, delivery and performance of this Agreement by Sellers will not, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, right to accelerate or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to, any provision of Sellers' certificate of incorporation or operating agreement (if applicable) or any franchise agreement, mortgage, deed of trust, lease, license, agreement, understanding, law, rule or regulation or any order, judgment or decree to which Sellers are a party or by which Sellers may be bound or affected. No consent, approval, order or authorization of, notice to, or registration, declaration or filing with, any federal, state, administrative agency or other governmental authority or entity, domestic or foreign, is required on the part of Sellers in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

3.9 Authorization and Approval of Agreement; Binding Obligations. All proceedings and corporate or other action required to be taken by Sellers relating to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been taken. This Agreement has been duly executed and delivered by Sellers and constitutes the legal, valid and binding obligation of Sellers enforceable against Sellers in accordance with its terms.

3.10 Legal Proceedings. There are no actions, suits, litigation, proceedings or investigations pending or, threatened, by or against the Business or Sellers, and the Sellers have not received any written claim, complaint or notice of any such proceeding or claim.

3.11 Taxes. The Sellers (with respect to the Business) are not delinquent with respect to money due to any federal, state, or local taxing authority or any other governmental entity for income tax or any other tax, or interest, penalties, assessments or deficiencies relating thereto (collectively, "**Taxes**"). The Sellers (with respect to the Business) have each filed all federal, state and local and all other tax returns which they are required to have filed. The Sellers have paid or made adequate reserves for the payment of all Taxes which have or may become due pursuant to said returns or pursuant to any assessment received with respect thereto, or which is otherwise due and payable by the Business. As of each Closing Date, the Sellers shall have paid all accrued sales taxes owed by the Business in the State of Nevada and each other applicable jurisdiction. No adjustment of or deficiency of any Taxes or claim for additional Taxes has been proposed, or threatened, asserted or assessed against the Business. There are no audits or other examinations being conducted or, threatened, by any taxing authority, and there is no deficiency or refund litigation or controversy in progress or, threatened, with respect to any Taxes previously paid by the Sellers or with respect to any returns previously filed by the Sellers or on behalf of the Sellers. The Sellers have not made any express waiver of any statute of limitations relating to the assessment or collection of Taxes.

3.12 Ownership. Jihyuck Hwang directly controls and owns 100% of the equity interests in each Restaurant Entity. The Restaurant Entities own 100% of the Acquired Assets and the Business. The Sellers (and no other person or entity) own all right, title or interest in personal property of any kind that was actually used or was necessary to the disposition of the Acquired Assets whether tangible or intangible, wherever located.

3.13 Employee Matters. No employee of the Business has a written employment agreement or is other than an "at will" employee. The Sellers do not have nor maintain any pension, profit sharing, thrift or other retirement plan, employee benefit plan, employee stock ownership plan, deferred compensation, stock option, stock purchase, performance share, bonus or other incentive plan, severance plan, health, group insurance or other welfare plan, or other similar plan, agreement, policy or understanding. The Sellers are not a party to, and the Acquired Assets are not subject to, any collective bargaining or other agreement or understanding with any labor union, and no approval by any labor union is required to complete this transaction. The Sellers are not privy to or involved in any labor or union controversy or other interaction of any kind. There are no grievances, disputes or controversies with any individual or group of employees which could reasonably be expected to have a material and adverse effect on the Business or Acquired Assets. Sellers have not received written notice of any labor action for failure to pay the Sellers' employees appropriately and there are no potential wage disputes or claims for unpaid minimum wages and they are in compliance with the Fair Standard Labor Act. There is no unfair labor practice charge or other employee-related or employment-related complaint against Sellers or Business pending or, threatened, before any governmental authority. The Sellers have complied with, and are currently in substantial compliance with, all Applicable Laws and governmental requirements relating to any of its employees or consultants (including, without limitation, any governmental requirement of the Occupational Safety and Health Administration or the Affordable Care Act), and the Sellers have not received from any governmental authority any written notice of the Business's failure to comply with any such governmental requirement. All employees of the Business will be provided with the appropriate WARN Act notices and then terminated by the Restaurant Entities as of each Closing Date, and Buyer may hire any or all of said employees effective from each Closing Date, as determined in Buyer's sole and absolute discretion.

3.14 Books and Records. The books of account and other financial records of Sellers which have been made available to Buyer, are complete and correct and represent actual, bona fide transactions and have been maintained in accordance with sound business practices.

3.15 Absence of Default; No Liens.

(a) Sellers (i) are not in default under or in violation of any agreement relating to or included in the Acquired Assets or the Business, and (ii) has not received any notice that it is in violation of any law, ordinance, rule, regulation or directive pertaining or relating to the Acquired Assets or the Business or the operation thereof, and is not in violation of any such law, ordinance, rule, regulation, or directive the violation of which would have a material adverse effect on the Acquired Assets or the operations, financial condition or prospects of the Business (a "**Material Adverse Effect**").

(b) The Sellers and the Business have provided Buyer with true and complete copies of all leases to which the Business relates (each, a "**Lease**"). Each Lease is in full force and effect and is enforceable by Sellers in accordance with its terms. Sellers have not received any written notice regarding any actual or possible violation or breach of, or default under, any Lease.

3.16 Undisclosed Liabilities. The Business does not have any indebtedness, obligations, or other liabilities, whether accrued, absolute, or contingent, of any nature, except those that (i) are accrued or reserved against in the Financial Statements or reflected in the notes thereto, (ii) were incurred in the ordinary course of business since the respective dates of the Financial Statements, (iii) have been or shall be discharged or paid in full prior to each Closing Date, or (iv) would not individually or in the aggregate, have a Material Adverse Effect.

3.17 Bank Accounts. The Sellers and the Business have provided Buyer with true and complete copies of all bank accounts, safety deposit boxes, and lockboxes (designating each signatory with respect thereto) of the Business.

3.18 Financial Statements.

(a) Sellers have previously delivered to Buyer true and complete copies of: (i) the audited balance sheets and statements of income, retained earnings and cash flows as of and for its fiscal years ended December 31, 2022, and December 31, 2021, including all applicable footnotes with respect to the Business; and (ii) unaudited interim balance sheets and statements of income, retained earnings and cash flows as of and for the nine-month period ended September 30, 2023 (the "**Current Financial Statements**" and, together with the items described in clause (i) above, the "**Financial Statements**") of the Business.

(b) The Financial Statements present fairly in all material respects the financial condition of Sellers as at the end of the covered periods and the results of its operations and its cash flows for the periods covered thereby. The Financial Statements were prepared in accordance with GAAP, applied on a consistent basis throughout the covered periods, subject, in the case of the Current Financial Statements, to year-end audit adjustments (which will not, in the aggregate, be material) and the lack of footnotes.

(c) Except as and to the extent disclosed in the Current Financial Statements, Sellers have no liabilities of any kind other than (x) executory obligations under Sellers agreements that are not required to be set forth in the Current Financial Statements in accordance with GAAP, (y) liabilities incurred in connection with the transactions contemplated by this Agreement and the other Transaction Documents, and (z) liabilities incurred in the ordinary course of business since July 31, 2023 (the "**Financial Statement Date**").

(d) The books of account and other financial records of Sellers with respect to the Business, all of which have been made available to Buyer are materially complete and correct and represent actual, bona fide transactions and have been maintained materially in accordance with sound business practices and the requirements of Section 13(b)(2) of the Exchange Act (regardless of whether Sellers are subject to that Section or not), including the maintenance of a materially adequate system of internal controls.

(e) the Business maintains a system of internal accounting controls sufficient, in all material respects, to provide reasonable assurances (i) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (ii) that receipts and expenditures are being made in accordance with appropriate authorizations of management and (iii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets of Sellers or its affiliates.

3.19 Investment Intent. Sellers are acquiring the Convertible Note, including any YOSH Shares issuable upon conversion thereunder, for its own account, for investment, and not with the intent to make or to offer or resell in connection with a distribution in violation of the Securities Act of 1933 (and the rules and regulations promulgated thereunder) or a distribution in violation of any other applicable securities laws.

3.20 Inventories. All items included in the inventories consist of a quality and quantity usable and, with respect to finished goods, saleable, in the ordinary course of business of Sellers except for obsolete items and items of below-standard quality, all of which have been written off or written down to net realizable value in the balance sheets contained in the Financial Statements. Sellers are not in possession of any inventory not owned by Sellers, including goods already sold. All of the Inventories have been valued at the lower of cost or net realizable value on a first in, first out basis. Inventories now on hand that were purchased after the date of the balance sheet contained in the Current Financial Statements were purchased in the ordinary course of business of Sellers at a cost not exceeding market prices prevailing at the time of purchase. The quantities of each item of inventories (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Sellers. Work-in-process inventories are now valued, and will be valued on each Closing Date, according to GAAP.

3.21. Full Disclosure. No representation or warranty of Sellers in this Agreement or in any exhibit, certificate, or schedule attached or furnished, contains, or on the Closing Date will contain, any untrue statement of material fact or omits, or on each Closing Date will omit, to state any fact necessary in order to make the statements contained therein, in light of the circumstances in which they are made, not misleading. All such statements, representations, warranties, exhibits, certificates, and schedules shall be true and complete in all material respects on and as of each Closing Date as though made on that date. Sellers does not have knowledge of any fact that has specific application to Sellers (other than general economic or industry conditions) and that may materially adversely affect the assets, business, prospects, financial condition or results of operations of Sellers that has not been set forth in this Agreement.

3.22. Environmental Matters. Sellers are and have been in compliance with all applicable laws, including federal, state, local, foreign, and international laws, relating in any way to pollution, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), preservation or reclamation of natural resources, the climate, the presence, management or release of or exposure to hazardous materials, or to human health and safety in respect of the foregoing, or the protection of endangered or threatened species (“**Environmental Laws**”). There is no judicial, administrative, or other actions, suits, or proceedings relating to or arising under Environmental Laws that is pending or threatened against or affecting Sellers. Sellers and the Business has not received any written notice of violation, demand, request for information, citation, summons, or order or entered into or assumed, by contract or operation of law or otherwise, any obligation, liability, or settlement relating to or arising under any Environmental Laws. No facts, circumstances or conditions exist that would reasonably be expected to result in Sellers incurring any liability pertaining to the environment. There have been no releases of hazardous materials on properties since they were owned, operated or leased by Sellers or previously.

Sellers have obtained and currently maintains all permits necessary under Environmental Laws for the operation of the Business (“**Environmental Permits**”). There is no investigation, nor any action pending or threatened against or affecting Sellers and the Business or any real property owned, operated or leased by Sellers and the Business to revoke such Environmental Permits. Sellers and the Business has not received any written notice from any person to the effect that there is lacking any Environmental Permit required under Environmental Law for the current use or operation of any property owned, operated or leased by Sellers and the Business. Neither the execution and delivery of this Agreement by Sellers and the Business, nor the consummation by Sellers and the Business of the transactions contemplated hereby, nor compliance by Sellers and the Business with any of the provisions hereof, will result in the termination or revocation of, or a right of termination or cancellation under, any Environmental Permit.

None of the properties or products of Sellers and the Business or any of its predecessors have contained or currently contain any asbestos or asbestos-containing materials, polychlorinated biphenyls, silica or any other substance listed in the Stockholm Convention on Persistent Organic Pollutants.

3.23 Intellectual Property. The Sellers and the Business have provided Buyer with true and complete copies of all Intellectual Property that is either (i) subject to any issuance, registration, application or other filing by, to or with any governmental authority or authorized private registrar in any jurisdiction (collectively, “**Intellectual Property Registrations**”), including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing; or (ii) used in or necessary for the Business’s current or planned business or operations, and in each case, the owner or licensor thereof. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant governmental authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. The Sellers have provided or made available to the Buyer true and complete copies of material file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

The Sellers and the Business own or have a valid license, sublicense, agreement or other permission with respect to all Intellectual Property used in, or necessary to, the operation of the Business in the manner in which the Business is currently being conducted or currently proposed to be conducted. After giving effect to the transactions contemplated hereby, Buyer will own or have a valid license, sublicense, agreement or other permission with respect to all Intellectual Property used in, or necessary to, the operation of the Business in the manner in which the Business is currently being conducted or currently proposed to be conducted. Without limiting the generality of the foregoing, the Sellers and the Business have entered into binding, written agreements (including the execution of the applicable employee handbook) with certain current and former employees of the Business, and with certain current and former independent contractors, whereby such employees and independent contractors (assigned to the Sellers or the Business any ownership interest and right they may have in the Intellectual Property. The Sellers and Business have provided, or made available to, Buyer true and complete copies of all such agreements. The Business is in material compliance with all legal requirements applicable to the Intellectual Property and the ownership and use thereof.

The Sellers and the Business have provided Buyer with true and complete copies of all licenses, sublicenses and other agreements whereby Sellers or the Business is granted rights, interests and authority, whether on an exclusive or non-exclusive basis, with respect to any licensed Intellectual Property that is material or necessary for the Business. All such agreements are valid, binding and enforceable and Sellers and the Business and such the other parties thereto are in compliance with the terms and conditions of such agreements in all material respects.

The Intellectual Property and licensed Intellectual Property as currently owned, licensed or used or proposed to be used in the conduct of its Business as currently and formerly conducted and proposed to be conducted have not, do not and will not infringe, violate or misappropriate the Intellectual Property of any person. None of Sellers or the Business have received any communication, and no claim or action has been instituted, settled or threatened, that alleges any such infringement, violation or misappropriation, and none of the Intellectual Property is subject to any outstanding governmental order. In addition, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any Intellectual Property.

The Sellers and the Business have provided Buyer with true and complete copies of all licenses, sublicenses and other agreements pursuant to which Sellers or the Business grants rights or authority to any person with respect to any Intellectual Property or licensed Intellectual Property. All such agreements are valid, binding and enforceable and such other parties are in full compliance with the terms and conditions of such agreements.

4. Representations and Warranties of Buyer. Each Buyer represents and warrants to Sellers as follows:

4.1 Organization, Standing and Qualification. Buyer is a company duly organized or incorporated, validly existing under the laws of Delaware, has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party, to carry on its business as now being conducted and to own, lease or operate its properties.

4.2 Authorization and Approval of Agreement; Binding Obligations. All proceedings or corporate action required to be taken by Buyer relating to the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, shall have been taken at or prior to each Closing. This Agreement and the other Transaction Documents to which it is a party constitute the legal valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

4.3 No Conflict. The execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party by Buyer will not, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, right to accelerate or loss of rights under, or, result in the creation of any lien, charge or encumbrance pursuant to, any provision of Buyer's operating agreement or any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, rule or regulation or any order, judgment or decree to which Buyer is a party or by which Buyer may be bound or affected.

5. Access to Information and Documents. After each Closing and upon reasonable notice and during regular business hours, Buyer will give to Sellers and its representatives full access to any information, documents and books and records related to the Acquired Assets prior to each Closing Date; *provided* that its access is required for the purpose of (i) completing and/or filing any documents, the preparation and/or filing of which is required by law or regulation, (ii) prosecuting, defending or investigating any threatened or pending adversary proceeding before any court or other tribunal or (iii) responding to any subpoena issued by a court, tribunal or agency of government.

6. Non-Solicitation; Non-Hire. During the Restricted Period (as defined below), the Sellers will not, to the extent permitted by Law: (i) hire or retain any employees of the Buyer or its subsidiaries or (ii) solicit or induce any of the employees of the Buyer or its subsidiaries to leave such employment; provided, however, that (x) it shall not be a violation of the foregoing subclauses (i) and (ii) if any Seller hires any employee more than one hundred eighty (180) days after the cessation of such employee's employment with the Buyer or its subsidiaries or from hiring or retaining any such employee if the person's employment with the Buyer or its subsidiaries was terminated by the Buyer or any of its subsidiaries following each Closing without cause, and (y) it shall not be a violation of the foregoing subclauses (i) and (ii) for the Seller to make a general solicitation for employment which is not directed specifically to the employees of the Company or its subsidiaries (including in newspapers or magazines, over the internet or by any search or employment agency). "**Restricted Period**" means the period beginning on the first Closing Date to occur and ending upon the two (2) year anniversary of such Closing Date.

7. Non-Competition. Sellers shall not, during the Restricted Period, directly or indirectly, without the prior written consent of the Buyer: (i) engage in any of the same or substantially similar activities as the Buyer or the duties, or responsibilities in the line of business or relating to the line of business that any Seller had responsibility for or knowledge of while an employee of the Buyer or its subsidiaries, for any other company that competes with such line of business of the Buyer or its subsidiaries, or (ii) assist any person or entity in any way to do, or attempt to do, anything prohibited by (i) the above.

8. If any provision or clause of this Agreement, or portion thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, invalid, unreasonable, or otherwise unenforceable against the Employee, the remainder of such provision shall not be thereby affected and will be deemed to be modified to the minimum extent necessary to remain in force and effect for the longest period and largest geographic area that would not constitute such an unreasonable or unenforceable restriction. It is the express intention of the parties that, if any court or other tribunal of competent jurisdiction construes any provision or clause of this Agreement, or portion thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, invalid, unreasonable, or otherwise unenforceable against any Seller because of the duration of such provision, the scope of the subject matter, or the geographic area covered thereby, such court or tribunal shall reduce the duration, scope, or area of such provision, and, in its reduced form, such provision shall then be enforceable and be enforced. Moreover, notwithstanding the fact that any provision of this Agreement is determined not to be enforceable in equity, the Buyer will nevertheless be entitled to recover monetary damages as a result of any Seller's breach of such provision.

9. Conditions to Obligations of Each Party. The respective obligations of Sellers and Buyer to consummate the transactions contemplated by this Agreement are subject to the condition that there shall be no action or proceeding by any governmental agency or authority or other person pending before any court or administrative body and no action or proceeding threatened by any person or governmental agency or authority, to restrain, enjoin or otherwise prevent the consummation of the transactions contemplated hereby or to recover any damages or obtain other relief as a result thereof.

10. Conditions Precedent to Buyer's Obligations. All obligations of Buyer to consummate the transactions intended hereunder are subject, at the option of Buyer, to the fulfillment of each of the following conditions at or prior to each Closing:

10.1 Truth of Representations. All representations and warranties of Sellers contained herein or in any document delivered pursuant hereto shall be true and correct in all respects as of each Closing Date.

10.2 Covenants. All covenants, agreements and obligations required by the terms of this Agreement to be performed by Sellers at or before each Closing shall have been duly and properly performed in all respects.

10.3 Consents. Sellers shall have obtained and delivered to Buyer written consents to the transfer or assignment to Buyer of the Acquired Assets, where the consent of any other party to any such contract may, in the opinion of Buyer's counsel, be required for such assignment or transfer. Sellers shall provide landlord's written consent for any assignment and assumption of leases, in a form satisfactory to Buyer.

10.4 Title. Sellers shall have delivered to Buyer at each Closing all documents, certificates and agreements necessary to transfer to Buyer good and marketable title to the Acquired Assets, free and clear of any and all liens thereon.

10.5 Corporate Proceedings. All corporate and other proceedings of Sellers in connection with the transactions contemplated by this Agreement, and all documents and instruments incident to such corporate proceedings, shall be reasonably satisfactory in substance and form to Buyer and its counsel, and Buyer and its counsel shall have received all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested.

10.6 Employment Agreement. Sellers shall have executed and delivered to Buyer the Employment Agreement.

10.7 Liquor and Other Licenses or Permits. Buyer shall have obtained all requisite liquor and other applicable licenses and permits in connection with the Acquired Assets and Business. The consent or approval of, or the expiration of the applicable waiting period imposed by, any governmental authority (in connection with the transactions contemplated by this Agreement) shall have been obtained.

10.8 Litigation. There shall be no pending or threatened action by or before any governmental entity or arbitrator (i) seeking to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement or (ii) seeking monetary relief against Buyer by reason of the consummation of these transactions, and there shall not be in effect any order, writ, judgment, injunction or decree issued by any governmental entity by which Buyer or any of its properties or assets is bound that has that effect.

10.9 Maintenance of Owned Intellectual Property. All maintenance and renewal fees for all Intellectual Property shall have been paid in a timely manner, and all requisite acts, preparations and filings of all applications, responses, affidavits and all other documents shall have been taken in a timely manner in the course of prosecution and maintenance of the Intellectual Property.

10.10 Required Financial Statements. Sellers shall have delivered the Super 8-K Financial Statements to Buyer.

10.11 Material Adverse Effect. No Material Adverse Effect shall have occurred between the date of this Agreement and eachClosing Date with respect to the Business or the Acquired Assets.

11. Conditions Precedent to Sellers' Obligations. All obligations of Sellers to consummate the transactions intended hereunder are subject, at the option of Sellers, to the fulfillment of each of the following conditions at or prior to each Closing, and Buyer shall exert its reasonable commercial efforts to cause each such condition to be so fulfilled:

11.1 Truth of Representations. All representations and warranties of Buyer contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects as of each Closing Date.

11.2 Covenants. All covenants, agreements and obligations required by the terms of this Agreement and the other Transaction Documents to be performed by Buyer at or before each Closing shall have been duly and properly performed in all material respects.

11.3 Corporate Proceedings. All corporate and other proceedings of Buyer in connection with the transactions contemplated by this Agreement and the other Transaction Documents to be entered into by it, and all documents and instruments incident to such corporate proceedings, shall be reasonably satisfactory in substance and form to Sellers and its counsel, and Sellers and its counsel shall have received all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested.

11.4 Carry Loan Note. Buyer shall have executed and delivered to Sellers the requisite Carry Loan Notes.

11.5 Convertible Note. Buyer shall have executed and delivered to Sellers the requisite Convertible Notes.

11.6 Employment Agreement. Buyer shall have executed and delivered to Sellers the Employment Agreement.

12. Operation of Business.

(a) Except as expressly permitted by the terms of this Agreement, from the date hereof until the final Closing Date, Sellers will conduct the business in the ordinary course in substantially the same manner as presently conducted and consistent with the past practices of Sellers, in accordance with all applicable city, state and federal laws, rules and regulations. In addition, except as expressly permitted by the terms of this Agreement, Sellers will not do any of the following prior to the final Closing Date without the prior written consent of Buyer:

(i) borrow or agree to borrow any funds or incur, or assume or become subject to, whether directly or by way of guarantee or otherwise, any liability (absolute or contingent), except in the ordinary course of business consistent with the past practices of Sellers;

(ii) acquire by merging or consolidating with, by purchasing a substantial portion of the assets of, or in any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquire any assets, except in the ordinary course of business consistent with the past practices of Sellers;

(iii) make any sale, assignment, transfer, abandonment or other conveyance of, or in any way encumber, any of the Acquired Assets;

(iv) amend, modify, terminate, extend, renew, restate, breach or violate any assigned contract, enter into material contract, commitment or agreement relating to the Acquired Assets or the Restaurant Entities, or enter into any contract or become subject to any liability not discharged by Sellers on or prior to each applicable Closing Date;

(v) permit any of its insurance policies to be canceled or terminated, or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies are in full force and effect providing coverage, in form, substance and amount equal to or greater than the coverage under those canceled, terminated or lapsed for substantially similar premiums;

(vi) take any action that might reasonably be expected to interfere with the transactions contemplated by this Agreement;

(vii) remove any stock-in-trade; or

(viii) agree, whether in writing or otherwise, to do any of the foregoing. Except as specifically permitted hereby, Sellers shall not take any action prior to each Closing that would, or that would reasonably be expected to, result in any of the representations and warranties of Sellers set forth in this Agreement becoming untrue.

(b) Sellers agrees that, between the date of this Agreement and each Closing Date, Sellers shall: (i) promptly advise Buyer of all developments relevant to the Acquired Assets and the transactions contemplated hereby, (ii) cooperate in permitting Buyer to make such investigation as it may reasonably request to verify the accuracy of the representations and warranties of Sellers herein; (iii) maintain and preserve intact its business organization so as to retain the present employees regularly assigned to such organization in order that they will be available to Buyer on and after each Closing Date, (iv) maintain existing relationships with suppliers, customers and others so that such relationships will be preserved for Buyer on and after each Closing Date, (v) promptly notify Buyer of any change as to the information contained in the Schedules attached to this Agreement or any change as to the accuracy of the representations and warranties of Sellers, (vi) advise Buyer promptly in writing of the commencement or threat of any litigation, administrative proceeding or investigation known to Sellers, and to which Sellers and/or Buyer are or may be made a party or which may affect Sellers, its products, Acquired Assets or business, and (vii) take such action as may reasonably be requested by Buyer to protect Buyer from liability for claims of creditors of Sellers not explicitly assumed by Buyer as contemplated hereby.

13. Cooperation on Financial Statements. Sellers shall coordinate in good faith with the Company's auditors to prepare and deliver to Buyer the audited and unaudited financial statements of the Business and Acquired Assets as may be required for the filing of the Form 8-K (the "**Super 8-K Financial Statements**") in connection with each Closing. Any financial statements of the Business and Acquired Assets provided by Sellers and filed following the first Closing in such Form 8-K will (a) comply, as to form in all material respects with Regulation S-X of the U.S. Securities and Exchange Commission (the "**SEC**"), (b) will be prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of the unaudited statements, as permitted by Rule 10-01 of Regulation S-X of the SEC), and (c) will fairly present, in all material respects, the financial condition and the results of operations, changes in shareholders' equity and cash flows of the Business and Acquired Assets as at the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP.

14. Indemnification; Remedies.

(a) Sellers shall jointly and severally indemnify and hold harmless Buyer and its successors and assigns at all times after each Closing Date against and in respect of any damage, loss, cost, expense or liability (including reasonable attorneys' fees) (i) resulting to Buyer from any breach of any representation, warranty or covenant by Sellers arising out of or relating to the transactions contemplated by this Agreement or (ii) resulting to Buyer from any claims arising out of or relating to the use, conduct and ownership of the Business or Acquired Assets prior to April 20, 2024.

(b) Sellers, jointly and severally, shall indemnify Buyer for any breaches under the Employment Agreement.

(c) Buyer shall indemnify and hold harmless Sellers and its successors and assigns, at all times after each Closing Date against and in respect of any damage, loss, cost, expense or liability (including reasonable attorneys' fees) (i) resulting to Sellers from any breach of representation, warranty or covenant by Buyer arising out of or relating to the transactions contemplated by this Agreement or (ii) resulting to Sellers from any claims arising out of or relating to the use, conduct and ownership of the Business or Acquired Assets on or after April 20, 2024.

(d) Each of the parties hereunder shall give the other prompt notice of any demands, claims, actions or causes of action which might give rise to a claim by any of them for indemnification hereunder.

(e) In addition, the parties agree that they shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the California Courts, this being in addition to any other remedy to which they are entitled at law or in equity

15. Termination and Waiver.

15.1 Termination. This Agreement may be terminated at any time prior to the Closing only as follows:

(a) by Buyer if, between the date hereof and the time scheduled for the Closing: (i) an event or condition occurs that has resulted in or that is reasonably likely to result in a Material Adverse Effect on the Business or the Acquired Assets; (ii) any representation or warranty of Sellers set forth in this Agreement shall not have been true and correct in all respects when made or ceases to be true and correct in all respects at any time subsequent to the date hereof; (iii) Sellers shall not have complied in all respects with any covenant or agreement to be complied with by it prior to the Closing Date; or (iv) Sellers makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against Sellers seeking to adjudicate Sellers a bankrupt or insolvent, or seeking liquidation, winding up or reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or a receiver, trustee, liquidator, sequestrator, guardian or similar person is appointed for Sellers or any of its assets; or

(b) by Buyer or Sellers if each Closing shall not have occurred on or prior to June 30, 2024; provided, however, that the parties may mutually agree to extend each Closing to a later date; and further provided, however, that the right to terminate this Agreement under this Section shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of each Closing to occur on or prior to such date; or

(c) by Buyer or Sellers in the event that any governmental authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and nonappealable; or

(d) by the mutual written consent of each of Buyer and Sellers.

Promptly upon any such termination, the Escrowed Payment shall be refunded to Buyer.

15.2 Waiver. Each party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party, (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by such other party pursuant hereto, or (c) waive compliance with any of the agreements or conditions of any other party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

16. Miscellaneous.

16.1 Notices. Any notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered to the persons identified below, (ii) seven calendar days after mailing if mailed, with proper postage, by certified or registered mail, air mail postage prepaid, return receipt requested, or (iii) when sent by facsimile transmission (providing confirmation of transmission by the transmitting equipment) or e-mail of a .pdf attachment (with confirmation of receipt by non-automated reply e-mail from the recipient or its counsel) addressed as follows:

If to Buyer: Yoshiharu Global Co.
6940 Beach Blvd.
Suite D-705
Buena Park, CA 90621
Attn: James Chae, Chief Executive Officer
Email: rcho@yoshiharuramen.com
Phone Number: 714 694-2403

With a copy to: Pryor Cashman LLP
7 Times Square, 40^{th} Floor
New York, NY 10036
Attn: Matthew Ogurick, Esq.
Email: mogurick@pryorcashman.com
Phone Number: 212-326-0243

If to Sellers: Jihyuk Hwang
9548 Chandler Springs Avenue
Las Vegas, NV 89148
Email: hjh2239@gmail.com
Phone Number: (702) 985-6736

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Section.

16.2 Entire Agreement. This Agreement together with the other Transaction Documents constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by each of the parties hereto.

16.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each corporate party hereto, its successors and assigns, and each individual party hereto and his heirs, personal representatives, successors and assigns provided, however, that neither party may transfer or assign its rights or delegate its performance hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.

16.4 Headings. The paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the content of said paragraphs.

16.5 Further Actions. Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement.

16.6 Payment of All Taxes Resulting from Sale of Assets. Buyer shall pay all Taxes resulting from or payable in connection with the sale of the Acquired Assets pursuant to this Agreement, regardless of the person or entity on whom such Taxes are imposed by laws. Under no circumstances shall this Section be interpreted to create any rights, as a third party beneficiary or otherwise, in favor of any person or entity other than Buyer or Seller.

[Remainder of Page Intentionally Left Blank]

Signature Page Follows]

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

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

YOSHIHARU GLOBAL CO.

By: ____________________
Name: James Chae
Title: Chief Executive Officer

YOSHIHARU LV, INC.

By: ____________________
Name: James Chae
Title: Chief Executive Officer

JIHYUCK HWANG

Jihyuck Hwang

JJANGA LLC

By:
Name: Jihyuck Hwang
Title: Single Member

HJH LLC

By:
Name: Jihyuck Hwang
Title: Single Member

RAMEN AKU LLC

By:
Name: Jihyuck Hwang
Title: Single Member

EXHIBIT A

Form of Carry Loan Note

See attached.

EXHIBIT B

Form of Convertible Note

See Attached.

EXHIBIT C

Form of Employment Agreement

See Attached.

EXHIBIT D

ESCROW ACCOUNT INFORMATION

See Attached.

EXHIBIT E

WIRE TRANSFER INSTRUCTIONS

See Attached.

SCHEDULE 1.1 – ACQUIRED ASSETS

See Attached.

SCHEDULE 1.2 – EXCLUDED ASSETS

None.

SCHEDULE 1.3 –ASSUMED LIABILITIES

None.

SCHEDULE 1.4 – EXCLUDED LIABILITIES

None.

Exhibit 10.2

Seller Carry Loan Note

Principal Amount: Six Hundred Thousand ($600,000.00)

Date: [Closing date]

1. Parties:

This Seller Carry Loan Note (the “Note”) is entered into between:

Seller:

Jihyuck Hwang

9548 Chandler Springs Avenue

Las Vegas, NV 89148

Buyer:

Yoshiharu LV, and Yoshiharu Global Co. (collectively “Buyer”)

Address

Yoshiharu Global Co.

6940 Beach Blvd. Suite D-705

Buena Park, CA 90621

2. Loan Amount:

The Buyer hereby acknowledges its obligation to the Seller in the principal sum of Six Hundred Thousand US Dollars ($600,000.00).

3. Repayment:

a. The principal sum shall be repaid by Buyer to Seller in 2 equal annual installments due April 30, 2025 and April 30, 2026.

b. Each annual installment shall be in the amount of Three Hundred Thousand US Dollars ($300,000.00).

c. Payments shall be made without the addition of interest.

d. All payments shall be made by check, wire transfer, or other mutually agreeable method.

4. Default:

In the event that the Buyer fails to make any of the payments as outlined above, the entire remaining balance shall become immediately due and payable.

5. Transferability:

This Note may not be transferred or assigned by either party without the written consent of the other party.

6. Entire Agreement:

This Note contains the entire agreement between the parties and supersedes all prior understandings, written or oral, relating to the subject matter of this Note.

7. Governing Law:

This Note shall be governed by and construed in accordance with the laws of the state of California.

IN WITNESS WHEREOF, the parties have executed this Seller Carry Loan Note as of the date first above written.

Jihyuck Hwang (Lender)	Yoshiharu LV, Inc. (Buyer)
	Yoshiharu Global Co. (Buyer)

YOSHIHARU GLOBAL CO.

Yoshiharu Closes Acquisition of Three Las Vegas Restaurants

BUENA PARK, CA – June 17, 2024 - Yoshiharu Global Co. (NASDAQ: YOSH) ("Yoshiharu" or the "Company"), a California-based restaurant operator specializing in authentic Japanese ramen, has closed the previously announced asset purchase agreement with a restaurant operator ("Seller") to acquire certain restaurant assets held by Jjanga LLC, HJH LLC and Ramen Aku LLC for an aggregate $3.6 million.

The acquisition was financed through a combination of cash, promissory note, and a convertible note, which provides the Seller with the option to convert the debt into Class A YOSH common shares. The Seller will also serve as the managing director of each restaurant through an employment agreement.

"I am pleased to announce the successful acquisition of three renowned Las Vegas restaurants," said James Chae, Yoshiharu's President, CEO, and Chairman of the Board. "With $6 million in annual revenues expected in 2024 from the acquired restaurants, we eagerly anticipate leveraging the financial success seen with these stores to further expand the Yoshiharu brand into a new state. Through this strategic acquisition, we anticipate breaking even in the second half of 2024 and become profitable in 2025."

About Yoshiharu Global Co.

Yoshiharu is a fast-growing restaurant operator and was born out of the idea of introducing the modernized Japanese dining experience to customers all over the world. Specializing in Japanese ramen, Yoshiharu gained recognition as a leading ramen restaurant in Southern California within six months of its 2016 debut and has continued to expand its top-notch restaurant service across the West Coast, currently owning and operating 11 restaurants.

For more information, please visit www.yoshiharuramen.com.

Forward Looking Statements

This press release includes certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including without limitation, statements regarding our position to execute on our growth strategy, and our ability to expand our leadership position. These forward-looking statements include, but are not limited to, the Company's beliefs, plans, goals, objectives, expectations, assumptions, estimates, intentions, future performance, other statements that are not historical facts and statements identified by words such as "expects", "anticipates", "intends", "plans", "believes", "seeks", "estimates" or words of similar meaning. These forward-looking statements reflect our current views about our plans, intentions, expectations, strategies and prospects, which are based on the information currently available to us and on assumptions we have made. Although we believe that our plans, intentions, expectations, strategies and prospects as reflected in, or suggested by, these forward-looking statements are reasonable, we can give no assurance that the plans, intentions, expectations or strategies will be attained or achieved. Forward-looking statements involve inherent risks and uncertainties which could cause actual results to differ materially from those in the forward-looking statements, as a result of various factors including those risks and uncertainties described in the Risk Factors and Management's Discussion and Analysis of Financial Condition and Results of Operations sections of our recent filings with the Securities and Exchange Commission ("SEC") which can be found on the SEC's website at www.sec.gov. Such risks, uncertainties, and other factors include, but are not limited to, the risk that we may not be able to successfully implement our growth strategy if we are unable to identify appropriate sites for restaurant locations, expand in existing and new markets, obtain favorable lease terms, attract guests to our restaurants or hire and retain personnel; that our operating results and growth strategies will be closely tied to the success of our future franchise partners and we will have limited control with respect to their operations; the risk that we may face negative publicity or damage to our reputation, which could arise from concerns regarding food safety and foodborne illness or other matters; that minimum wage increases and mandated employee benefits could cause a significant increase in our labor costs; We urge you to consider those risks and uncertainties in evaluating our forward-looking statements. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. The Company undertakes no obligation to update these statements for revisions or changes after the date of this release, except as required by law.

Investor Relations Contact:

Cody Cree and John Yi
Gateway Group, Inc.
949-574-3860
YOSH@gateway-grp.com

Exhibit 99.2

JJANGA LLC
HJH LLC
RAMEN AKU LLC

Combined Financial Statements
As of and for the years ended December 31, 2023 and 2022
with Report of Independent Registered Public Accounting Firm

Table of Contents

Report of Independent Registered Public Accounting Firm

To the Board of Directors and
Members of Jjanga LLC, HJH LLC, Ramen Aku LLC

Opinion on the Combined Financial Statements

We have audited the accompanying combined balance sheets of Jjanga LLC, HJH LLC and Ramen Aku LLC (collectively, the "Company") as of December 31, 2023 and 2022, the related combined statements of operations, member's equity, and cash flows, and the related notes and schedules (referred to as the "combined financial statements") for years then ended. In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's combined financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the combined financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

Critical audit matters are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. Communication of critical audit matters does not alter in any way our opinion on the financial statements taken as a whole and we are not, by communicating the critical audit matters, providing separate opinions on the critical audit matter or on the accounts or disclosures to which they relate. We determined that there are no critical audit matters.

/S/ BCRG Group
BCRG Group (PCAOB ID 7158)

We have served as the Company's auditor since 2024.
Irvine, CA
July 2, 2024

December 31,		*2023*		*2022*
ASSETS				
Current Assets:				
Cash	$	45,632	$	441,903
Accounts receivable, net of allowance for bad debt of $0		80,749		76,067
Inventories, net		23,424		22,689
Total current assets		149,805		540,659
Non-Current Assets:				
Property and equipment, net		1,145,500		1,196,892
Other assets		1,200		1,200
Operating lease right-of-use asset, net		1,483,632		1,129,163
Total non-current assets		2,630,332		2,327,255
Total assets	**$**	**2,780,137**	**$**	**2,867,914**
LIABILITIES AND MEMBER'S EQUITY				
Current Liabilities:				
Accounts payable and accrued expenses	$	338,673	$	277,306
Bank overdrafts		85,899		-
Current portion of operating lease liabilities		225,993		276,604
Current portion of loan payable, EIDL		47,431		74,203
Total current liabilities		697,996		628,113
Operating lease liabilities, less current portion		1,283,542		874,194
Loan payable, EIDL, less current portion		2,678,366		2,725,797
Total liabilities		4,659,904		4,228,104
Commitments and contingencies				
Member's equity		3,045,691		720,045
Accumulated deficit		(4,925,458)		(2,080,235)
Total liabilities and member's deficit	**$**	**2,780,137**	**$**	**2,867,914**

See Notes to the Combined Financial Statements.

Years ended December 31,	***2023***	***2022***
Revenue:		
Food and beverage	$ 5,729,219	$ 5,427,584
Total revenue	5,729,219	5,427,584
Restaurant operating expenses:		
Food, beverages and supplies	1,688,054	1,624,214
Labor	2,316,591	2,068,422
Rent and utilities	573,070	343,488
Delivery and service fees	115,580	149,713
Depreciation	193,580	147,567
Total restaurant operating expenses	4,886,875	4,333,404
Net restaurant operating income	842,344	1,094,180
Operating expenses:		
General and administrative	457,201	177,203
Advertising and marketing	12,434	8,500
Total operating expenses	469,635	185,703
Income from operations	372,709	908,477
Other expense:		
Interest	(74,093)	(51,490)
Total other income	(74,093)	(51,490)
Income before income taxes	298,616	856,987
Income tax provision	-	-
Net income	**$ 298,616**	**$ 856,987**

See Notes to the Combined Financial Statements

	Member Contribution	Retained earnings/ (distributions)	Total Member's Equity (Deficit)
Balance at December 31, 2021 (audited)	**$ 134,696**	**$ 1,216,167**	**$ 1,350,863**
Contributions	585,349	-	585,349
Distributions	-	(4,153,389)	(4,153,389)
Net income	-	856,987	856,987
Balance at December 31, 2022 (audited)	**$ 720,045**	**$ (2,080,235)**	**$ (1,360,190)**
Contributions	2,325,646	-	2,325,646
Distributions	-	(3,143,839)	(3,143,839)
Net income	-	298,616	298,616
Balance at December 31, 2023 (audited)	**$ 2,325,646**	**$ (2,845,223)**	**$ (519,577)**

See Notes to the Combined Financial Statements.

	2023	2022 *(audited)*
	For the twelve months ended December 31	
Cash flows from operating activities:		
Net income	$ 298,616	$ 856,987
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	193,580	84,010
Changes in assets and liabilities:		
Accounts receivable	(4,682)	(31,612)
Inventory	(735)	(8,874)
Accounts payable and accrued expenses	65,635	16,394
Net cash provided by operating activities	552,414	916,905
Cash flows from investing activities:		
Purchases of property and equipment	(142,188)	(370,290)
Net cash used in investing activities	(142,188)	(370,290)
Cash flows from financing activities:		
Bank overdrafts	85,899	-
Member's contribution	2,325,646	585,349
Member's distribution	(3,143,839)	(4,153,389)
Proceeds from EIDL loan	-	2,800,000
Repayment of EIDL loan	(74,203)	-
Net cash used in financing activities	(806,497)	(768,040)
Net (decrease) increase in cash	(396,271)	(221,425)
Cash – beginning of period	441,903	663,328
Cash – end of period	**$ 45,632**	**$ 441,903**
Supplemental disclosures of cash flow information		
Cash paid during the periods for:		
Interest		
Income taxes	$ -	$ -

See Notes to the Combined Financial Statements.

1. NATURE OF OPERATIONS

Jjanga LLC, HJH LLC, and Ramen Aku LLC (collectively, the "Company") was incorporated in the State of Nevada on April 9, 2012, May 9, 2019 and July 20, 2022, respectively.

Name	Date of Formation	Description of Business
Jjanga LLC ("Jjanga")	April 9, 2013	Sushi and Steak store located in Las Vegas, Nevada.
HJH LLC ("HJH")	May 9, 2019	All-You-Can-Eat Sushi store located in Las Vegas, Nevada.
Ramen Aku LLC ("Aku")	July 20, 2022	Ramen store located in Las Vegas, Nevada.

The Company operates three distinctive dining establishments in Las Vegas, NV: Jjanga, dba Jjanga Steak & Sushi, in Southwest Vegas, is known for its sushi and hibachi dishes, perfect for events and group dining. HJH, dba Jjanga Sushi & Oyster Bar, located near the Strip, offers all-you-can-eat sushi and innovative sushi creations, and Ramen Aku, located on N Decatur Blvd., specializes in authentic Japanese ramen with rich broths and handmade noodles. Together, these restaurants provide a diverse range of Japanese culinary experiences to locals and visitors alike.

The Company is owned, operated, and managed by one Member.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting

The combined financial statements include legal entities listed above as of and for the years ended December 31, 2023 and 2022.

Basis of Presentation and Combining Financial Statements

The accompanying combined financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") as promulgated in the United States of America. The Combined financial statements include Jjanga LLC, HJH LLC, and Ramen Aku LLC. All intercompany accounts, transactions, and profits have been eliminated upon combining. There were no intercompany accounts or transactions amongst Jjanga, HJH, and Aku as of and for the years ended December 31, 2023 and 2022.

Use of Estimates and Assumptions

The preparation of Combined financial statements in conformity with the GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could materially differ from those estimates.

Marketing

Marketing costs are charged to expense as incurred. Marketing costs were $12,434 and $8,500 for the years ended December 31, 2023, and 2022, respectively, and are included in operating expenses in the accompanying Combined statements of income.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Delivery Fees Charged by Delivery Service Providers

The Company's customers may order online through third party service providers such as Uber Eats, Door Dash, and others. These third-party service providers charge delivery and order fees to the Company. Such fees are expensed when incurred. Delivery fees are included in delivery and service fees in the accompanying combined statements of operations.

Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers. The Company's net revenue primarily consists of revenues from food and beverage sales. Revenues from the sale of food items by Company-owned restaurants are recognized as Company sales when a customer purchases the food, which is when our obligation to perform is satisfied. The timing and amount of revenue recognized related to Company sales was not impacted by the adoption of Topic 606.

Inventories

Inventories, which are stated at the lower of cost or net realizable value, consist primarily of perishable food items and supplies. Cost is determined using the first-in, first out method.

Segment Reporting

Accounting Standards Codification ("ASC") 280, "Segment Reporting," requires public companies to report financial and descriptive information about their reportable operating segments. The Company identifies its operating segments based on how executive decision makers internally evaluates separate financial information, business activities and management responsibility. Accordingly, the Company has one reportable segment, consisting of operating its stores.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Major improvements are capitalized, and minor replacements, maintenance and repairs are charged to expense as incurred. Depreciation and amortization are calculated on the straight-line basis over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of the estimated useful life or the lease term of the related asset. The estimated useful lives are as follows:

Furniture and equipment	5 to 7 years
Leasehold improvements	Shorter of estimated useful life or term of lease
Vehicle	5 years

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Company is a limited liability company registered under the state of Nevada and files a partnership tax return with the federal jurisdictions. The Company is not subject to state tax under the state of Nevada. Therefore, each member of the Company is taxed on its own share of the Company's taxable income.

Impairment of Long-Lived Assets

When circumstances, such as adverse market conditions, indicate that the carrying value of a long-lived asset may be impaired, the Company performs an analysis to review the recoverability of the asset's carrying value, which includes estimating the undiscounted cash flows (excluding interest charges) from the expected future operations of the asset. These estimates consider factors such as expected future operating income, operating trends and prospects, as well as the effects of demand, competition and other factors. If the analysis indicates that the carrying value is not recoverable from future cash flows, an impairment loss is recognized to the extent that the carrying value exceeds the estimated fair value. Any impairment losses are recorded as operating expenses, which reduce net income. The Company did not have any impairment of long-lived assets as of December 31, 2023 and 2022.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk are accounts receivable and other receivables arising from its normal business activities. The Company has a diversified customer base. The Company controls credit risk related to accounts receivable through credit approvals, credit limits and monitoring procedures. The Company routinely assesses the financial strength of its customers and, based upon factors surrounding the credit risk, establishes an allowance, if required, for un-collectible accounts and, as a consequence, believes that its accounts receivable related credit risk exposure beyond such allowance is limited.

Fair Value of Financial Instruments

The Company utilizes ASC 820-10, Fair Value Measurement and Disclosure, for valuing financial assets and liabilities measured on a recurring basis. Fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. The guidance also establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors market participants would use in valuing the asset or liability. The guidance establishes three levels of inputs that may be used to measure fair value:

Level 1. Observable inputs such as quoted prices in active markets;
Level 2. Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and
Level 3. Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The Company's financial instruments consisted of cash, operating lease right-of-use assets, net, accounts payable and accrued expenses, notes payables, and operating lease liabilities. The estimated fair value of cash, operating lease right-of-use assets, net, and notes payables approximate its carrying amount due to the short maturity of these instruments.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Leases

In accordance with ASC 842, Leases, the Company determines whether an arrangement contains a lease at inception. A lease is a contract that provides the right to control an identified asset for a period of time in exchange for consideration. For identified leases, the Company determines whether it should be classified as an operating or finance lease. Operating leases are recorded in the balance sheet as: right-of-use asset ("ROU asset") and operating lease liability. ROU asset represents the Company's right to use an underlying asset for the lease term and lease liability represents the Company's obligation to make lease payments arising from the lease. ROU assets and operating lease liabilities are recognized at the commencement date of the lease and measured based on the present value of lease payments over the lease term. The ROU asset also includes deferred rent liabilities. The Company's lease arrangement generally do not provide an implicit interest rate. As a result, in such situations the Company uses its incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The Company includes options to extend or terminate the lease when it is reasonably certain that it will exercise that option in the measurement of its ROU asset and liability. Lease expense for the operating lease is recognized on a straight-line basis over the lease term. The Company has a lease agreement with lease and non-lease components, which are accounted for as a single lease component.

Recent Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, "Financial Instruments—Credit Losses," which will require the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. Subsequently, the FASB issued ASU No. 2018-19, Codification Improvements to Topic 326, to clarify that receivables arising from operating leases are within the scope of lease accounting standards. Further, the FASB issued ASU No. 2019-04, ASU 2019-05, ASU 2019-10, ASU 2019-11, and ASU 2020-02 to provide additional guidance on the credit losses standard. For the Company as an emerging growth company, the amendments for ASU 2016-13 are effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Adoption of the ASUs is on a modified retrospective basis. The Company has adopted this ASU since April 1, 2023. The Company considers the impact on its combined financial statements and related disclosures to be immaterial.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," which modifies the rules on income tax disclosures to require disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions. The guidance is effective for annual periods beginning after December 15, 2024, with early adoption permitted. ASU 2023-09 should be applied on a prospective basis, but retrospective application is permitted. The adopting this new guidance on its combined financial statements and related disclosures will have no impact on the Company.

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures," which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The purpose of the amendment is to enable investors to better understand an entity's overall performance and assess potential future cash flows. The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The guidance is to be applied retrospectively to all prior periods presented in the financial statements. Based on management's assessment, the Company has determined that it has only one operating segment as defined by ASC 280.

Except for the above-mentioned pronouncements, there are no new recently issued accounting standards that will have a material impact on the consolidated financial position, statements of operations, and cash flows.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

COVID-19 Impact on Concentration of Risk

The novel coronavirus ("COVID-19") pandemic has significantly impacted health and economic conditions throughout the United States and globally, as public concern about becoming ill with the virus has led to the issuance of recommendations and/or mandates from federal, state and local authorities to practice social distancing or self-quarantine. The Company is continually monitoring the outbreak of COVID-19 and the related business and travel restrictions and changes to behavior intended to reduce its spread, and its impact on operations, financial position, cash flows, inventory, supply chains, purchasing trends, customer payments, and the industry in general, in addition to the impact on its employees. We have experienced significant disruptions to our business due to the COVID-19 pandemic and related suggested and mandated social distancing and shelter-in-place orders.

3. PROPERTY AND EQUIPMENT, NET

December 31	***2023***	***2022***
Leasehold Improvement	$ 865,662	$ 728,229
Furniture and equipment	842,876	838,121
Total property and equipment	1,708,538	1,566,350
Accumulated depreciation	(563,038)	(369,458)
Total property and equipment, net	$ 1,145,500	$ 1,196,892

Total depreciation was $193,580 and $147,567 for the years ended December 31, 2023 and 2022, respectively.

4. LOAN PAYABLES, EIDL

December 31,	*2023*	*2022*
April 21, 2022 ($2,000,000) - Jjanga	$ 1,950,517	$ 2,000,000
February 9, 2022 ($800,000) - HJH	775,280	800,000
Total loan payables, EIDL	2,725,797	2,800,000
Less - current portion	(47,431)	(74,203)
Total loan payables, EIDL, less current portion	**2,678,366**	**2,725,797**

The following table provides future minimum payments as of December 31, 2023:

For the years ended	*Amount*
2024	$ 47,731
2025	49,980
2026	52,336
2027	54,803
2028	57,386
Thereafter	2,463,561
Total	**$ 2,725,797**

April 21, 2022 – $2,000,000 – Jjanga

On April 21, 2022, Jjanga LLC (the "Jjanga") executed the standard loan documents required for securing a loan (the "EIDL Loan") from the SBA under its Economic Injury Disaster Loan ("EIDL") assistance program in light of the impact of the COVID-19 pandemic on the Jjanga's business.

Pursuant to that certain Loan Authorization and Agreement (the "SBA Loan Agreement"), Jjanga borrowed an aggregate principal amount of the EIDL Loan of $2,000,000, with proceeds to be used for working capital purposes. Interest accrues at the rate of 4.75% per annum and will accrue only on funds actually advanced from the date of each advance. Installment payments, including principal and interest, are due monthly beginning May 2023 (twelve months from the date of the SBA Loan) in the amount of $10,298. The balance of principal and interest is payable thirty years from the date of the SBA Loan.

In connection therewith, Jjanga executed (i) a loan for the benefit of the SBA (the "SBA Loan"), which contains customary events of default and (ii) a Security Agreement, granting the SBA a security interest in all tangible and intangible personal property of Jjanga, which also contains customary events of default (the "SBA Security Agreement").

4. LOAN PAYABLES, EIDL (continued)

February 9, 2022 – $800,000 – HJH LLC

On February 9, 2022, HJH LLC (the "HJH") executed the standard loan documents required for securing a loan (the "EIDL Loan") from the SBA under its Economic Injury Disaster Loan ("EIDL") assistance program in light of the impact of the COVID-19 pandemic on the HJH's business.

Pursuant to that certain Loan Authorization and Agreement (the "SBA Loan Agreement"), HJH borrowed an aggregate principal amount of the EIDL Loan of $800,000, with proceeds to be used for working capital purposes. Interest accrues at the rate of 4.75% per annum and will accrue only on funds actually advanced from the date of each advance. Installment payments, including principal and interest, are due monthly beginning March 2023 (twelve months from the date of the SBA Loan) in the amount of $4,120. The balance of principal and interest is payable thirty years from the date of the SBA Loan.

In connection therewith, HJH executed (i) a loan for the benefit of the SBA (the "SBA Loan"), which contains customary events of default and (ii) a Security Agreement, granting the SBA a security interest in all tangible and intangible personal property of HJH, which also contains customary events of default (the "SBA Security Agreement").

5. COMMITMENTS AND CONTINGENCIES

Commitments

Operating lease right-of-use ("ROU") assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Generally, the implicit rate of interest in arrangements is not readily determinable and the Company utilizes its incremental borrowing rate in determining the present value of lease payments. The Company's incremental borrowing rate is a hypothetical rate based on its understanding of what its credit rating would be. The operating lease ROU asset includes any lease payments made and excludes lease incentives. Our variable lease payments primarily consist of maintenance and other operating expenses from our real estate leases. Variable lease payments are excluded from the ROU assets and lease liabilities and are recognized in the period in which the obligation for those payments is incurred. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term.

The Company has lease agreements with lease and non-lease components. The Company has elected to account for these lease and non-lease components as a single lease component.

In accordance with ASC 842, the components of lease expense were as follows:

Year ended December 31,	***2023***	***2022***
Operating lease expense	$ 389,345	$ 331,370
Total lease expense	$ 389,345	$ 331,370

In accordance with ASC 842, other information related to leases was as follows:

Year ended December 31,	***2023***	***2022***
Operating cash flows from operating leases	$ 385,401	$ 337,123
Cash paid for amounts included in the measurement of lease liabilities	$ 385,401	$ 337,123
Weighted-average remaining lease term—operating leases		6.5 Years
Weighted-average discount rate—operating leases		7%

In accordance with ASC 842, maturities of operating lease liabilities as of December 31, 2023 were as follows:

Year ending:		Operating Lease
2024	$	323,529
2025		280,047
2026		286,320
2027		292,781
2028		257,485
Thereafter		582,699
Total undiscounted cash flows	$	2,022,861
Reconciliation of lease liabilities:		
Weighted-average remaining lease terms		6.5 Years
Weighted-average discount rate		7%
Present values	$	1,509,534
Lease liabilities—current		225,993
Lease liabilities—long-term		1,283,542
Lease liabilities—total	$	1,509,535
Difference between undiscounted and discounted cash flows	$	513,326

Contingencies

From time to time, the Company may be involved in certain legal actions and claims arising in the normal course of business. Management is of the opinion that such matters will be resolved without material effect on the Company's financial condition or results of operations.

6. SUBSEQUENT EVENTS

The Company evaluated all events or transactions that occurred after December 31, 2023. During this period, the Company did not have any material recognizable subsequent events required to be disclosed other than the following:

- On June 12, 2024, the Company executed an amended asset purchase agreement with Yoshiharu Global Co, updating the original agreement from November 21, 2023. This amendment allows separate closings for restaurants, effective April 20, 2024. Yoshiharu Global Co. will acquire assets from three restaurants: Jjanga, HJH, and Aku, for $1,800,000 in cash, a $600,000 promissory note, and a $1,200,000 convertible note. Mr. Hwang, the sole member of the three restaurants, will serve as Managing Director under an employment agreement.

Supplementary Schedule I
Combining Balance Sheets
As of December 31, 2023 and 2022

	As of December 31, 2023			
	Jjanga	*HJH*	*AKU*	*Combined*
ASSETS				
Current Assets:				
Cash	$ 3,000	$ 3,000	$ 39,632	$ 45,632
Accounts receivable	48,832	18,250	13,667	80,749
Inventories	11,796	5,393	6,235	23,424
Total current assets	63,628	26,643	59,534	149,805
Non-Current Assets:				
Property and equipment, net	843,081	89,612	212,807	1,145,500
Other assets	1,200	-	-	1,200
Operating lease right-of-use asset, net	633,736	46,257	803,639	1,483,632
Total non-current assets	1,478,017	135,869	1,016,446	2,630,332
Total assets	**$ 1,541,645**	**$ 162,512**	**$ 1,075,980**	**$ 2,780,137**
LIABILITIES AND MEMBER'S EQUITY				
Current Liabilities:				
Accounts payable and accrued expenses	$ 176,599	$ 92,933	$ 69,141	$ 338,673
Bank overdrafts	49,913	35,986	-	85,899
Current portion of operating lease liabilities	111,075	48,717	66,201	225,993
Current portion of loan payable, EIDL	33,267	14,164	-	47,431
Total current liabilities	370,854	191,800	135,342	697,996
Operating lease liabilities, less current portion	524,265	-	759,277	1,283,542
Loan payable, EIDL, less current portion	1,917,250	761,116	-	2,678,366
Total liabilities	2,812,369	952,916	894,619	4,659,904
Commitments and contingencies				
Member's equity	2,171,233	469,851	404,607	3,045,691
Retained earnings	(3,441,957)	(1,260,255)	(223,246)	(4,925,458)
Total liabilities and member's equity	**$ 1,541,645**	**$ 162,512**	**$ 1,075,980**	**$ 2,780,137**

Supplementary Schedule I
Combining Balance Sheets
As of December 31, 2023 and 2022

	As of December 31, 2022			
	Jjanga	***HJH***	***AKU***	***Combined***
ASSETS				
Current Assets:				
Cash	$ 211,099	$ 166,155	$ 64,649	$ 441,903
Accounts receivable	47,212	19,421	9,434	76,067
Inventories	8,578	6,681	7,430	22,689
Total current assets	266,889	192,257	81,513	540,659
Non-Current Assets:				
Property and equipment, net	839,646	117,246	240,000	1,196,892
Other assets	1,200	-	-	1,200
Operating lease right-of-use asset, net	103,294	151,675	874,194	1,129,163
Total non-current assets	944,140	268,921	1,114,194	2,327,255
Total assets	**$ 1,211,029**	**$ 461,178**	**$ 1,195,707**	**$ 2,867,914**
LIABILITIES AND MEMBER'S EQUITY				
Current Liabilities:				
Accounts payable and accrued expenses	$ 189,264	$ 65,982	$ 22,060	$ 277,306
Current portion of operating lease liabilities	107,571	110,055	58,978	276,604
Current portion of loan payable, EIDL	49,483	24,720	-	74,203
Total current liabilities	346,318	200,757	81,038	628,113
Operating lease liabilities, less current portion	-	48,717	825,477	874,194
Loan payable, EIDL, less current portion	1,950,517	775,280	-	2,725,797
Total liabilities	2,296,835	1,024,754	906,515	4,228,104
Commitments and contingencies				
Member's equity	257,949	147,246	314,850	720,045
Retained earnings	(1,343,755)	(710,822)	(25,658)	(2,080,235)
Total liabilities and member's equity	**$ 1,211,029**	**$ 461,178**	**$ 1,195,707**	**$ 2,867,914**

Supplementary Schedule II
Combining Statements of Operations
Years Ended December 31, 2023 and 2022

	Year Ended December 31, 2023			
	Jjanga	*HJH*	*AKU*	*Combined*
Revenue:				
Food and beverage	$ 3,066,322	$ 1,345,157	$ 1,317,740	$ 5,729,219
Total revenue	3,066,322	1,345,157	1,317,740	5,729,219
Restaurant operating expenses:				
Food, beverages and supplies	1,120,392	259,031	308,631	1,688,054
Labor	1,315,548	666,390	334,653	2,316,591
Rent and utilities	210,609	188,225	174,236	573,070
Delivery and service fees	70,956	44,559	65	115,580
Depreciation	138,753	27,634	27,193	193,580
Total restaurant operating expenses	2,856,258	1,185,839	844,778	4,886,875
Net restaurant operating income	210,064	159,318	472,962	842,344
	7%			
Operating expenses:				
General and administrative	196,144	54,740	206,317	457,201
Advertising and marketing	11,516	-	918	12,434
Total operating expenses	207,660	54,740	207,235	469,635
Income from operations	2,404	104,578	265,727	372,709
Other expense:				
Interest	(74,093)	-	-	(74,093)
Total other expenses	(74,093)	-	-	
Income (loss) before income taxes	(71,689)	104,578	265,727	298,616
Income tax provision	-	-	-	-
Net income (loss)	**$ (71,689)**	**$ 104,578**	**$ 265,727**	**$ 298,616**

Supplementary Schedule II
Combining Statements of Operations
Years Ended December 31, 2023 and 2022

	Year Ended December 31, 2022			
	Jjanga	*HJH*	*AKU*	*Combined*
Revenue:				
Food and beverage	$ 3,778,464	$ 1,626,496	$ 22,624	$ 5,427,584
Total revenue	3,778,464	1,626,496	22,624	5,427,584
Restaurant operating expenses:				
Food, beverages and supplies	1,238,542	380,790	4,882	1,624,214
Labor	1,407,608	653,661	7,153	2,068,422
Rent and utilities	176,865	156,118	10,505	343,488
Delivery and service fees	81,948	67,765	-	149,713
Depreciation	125,957	21,610	-	147,567
Total restaurant operating expenses	3,030,920	1,279,944	22,540	4,333,404
Net restaurant operating income	747,544	346,552	84	1,094,180
	20%			
Operating expenses:				
General and administrative	109,933	48,028	19,242	177,203
Advertising and marketing	2,000	-	6,500	8,500
Total operating expenses	111,933	48,028	25,742	185,703
Income (loss) from operations	635,611	298,524	(25,658)	908,477
Other expense:				
Interest	(51,490)	-	-	(51,490)
Total other expenses	(51,490)	-	-	
Income (loss) before income taxes	584,121	298,524	(25,658)	856,987
Income tax provision	-	-	-	-
Net income (loss)	**$ 584,121**	**$ 298,524**	**$ (25,658)**	**$ 856,987**

Supplementary Schedule III
Combining Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	Year Ended December 31, 2023			
	Jjanga	*HJH*	*AKU*	*Combined*
Cash flows from operating activities:				
Net income (loss)	$ (71,689)	$ 104,578	$ 265,727	$ 298,616
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation	138,753	27,634	27,193	193,580
Changes in assets and liabilities:				
Accounts receivable	(1,620)	1,171	(4,233)	(4,682)
Inventory	(3,218)	1,288	1,195	(735)
Accounts payable and accrued expenses	(15,338)	22,314	58,659	65,635
Net cash provided by operating activities	46,888	156,985	348,541	552,414
Cash flows from investing activities:				
Purchases of property and equipment	(142,188)	-	-	(142,188)
Net cash used in investing activities	(142,188)	-	-	(142,188)
Cash flows from financing activities:				
Bank overdrafts	49,913	35,986	-	85,899
Member’s contribution	1,913,284	322,605	89,757	2,325,646
Member’s distribution	(2,026,513)	(654,011)	(463,315)	(3,143,839)
Repayment of EIDL loan	(49,483)	(24,720)	-	(74,203)
Net cash used in financing activities	(112,799)	(320,140)	(373,558)	(806,497)
Net decrease in cash	(208,099)	(163,155)	(25,017)	(396,271)
Cash – beginning of period	-	166,155	64,649	230,804
Cash – end of period	**$ (208,099)**	**$ 3,000**	**$ 39,632**	**$ (165,467)**
Supplemental disclosures of cash flow information				
Cash paid during the periods for:				
Interest	$ 74,093	$ -	$ -	$ 74,093
Income taxes	$ -	$ -	$ -	$ -

Supplementary Schedule III
Combining Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	Year Ended December 31, 2022			
	Jjanga	*HJH*	*AKU*	*Combined*
Cash flows from operating activities:				
Net income (loss)	$ 584,121	$ 298,524	$ (25,658)	$ 856,987
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation	50,524	33,486	-	84,010
Changes in assets and liabilities:				
Accounts receivable	(14,046)	(8,132)	(9,434)	(31,612)
Inventory	3,797	(5,241)	(7,430)	(8,874)
Other assets	-	-	-	-
Accounts payable and accrued expenses	16,066	164	164	16,394
Net cash provided by (used in) operating activities	640,462	318,801	(42,358)	916,905
Cash flows from investing activities:				
Purchases of property and equipment	(70,050)	(60,240)	(240,000)	(370,290)
Net cash used in investing activities	(70,050)	(60,240)	(240,000)	(370,290)
Cash flows from financing activities:				
Member's contribution	265,728	4,771	314,850	585,349
Member's distribution	(3,100,701)	(1,052,688)	-	(4,153,389)
Proceeds from EIDL loan	2,000,000	800,000	-	2,800,000
Net cash provided (used in) financing activities	(834,973)	(247,917)	314,850	(768,040)
Net (decrease) increase in cash	(264,561)	10,644	32,492	(221,425)
Cash – beginning of period	-	155,511	32,157	187,668
Cash – end of period	**$ (264,561)**	**$ 166,155**	**$ 64,649**	**$ (33,757)**
Supplemental disclosures of cash flow information				
Cash paid during the periods for:				
Interest	$ 51,490	$ -	$ -	$ 51,490
Income taxes	$ -	$ -	$ -	$ -

Exhibit 99.3

JJANGA LLC
HJH LLC
RAMEN AKU LLC

Unaudited Combined Financial Statements
As of and for the three months ended March 31, 2024 and 2023

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March 31,	(Unaudited) *2024*	*2023*
ASSETS		
Current Assets:		
Cash	$ 9,000	$ 554,105
Accounts receivable	68,852	36,110
Inventories	12,785	25,881
Total current assets	90,637	616,096
Non-Current Assets:		
Property and equipment, net	1,098,070	1,153,933
Other assets	21,571	20,974
Operating lease right-of-use asset, net	1,409,288	1,055,402
Total non-current assets	2,528,929	2,230,309
Total assets	**$ 2,619,566**	**$ 2,846,405**
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Accounts payable and accrued expenses	$ 262,735	$ 188,198
Bank overdrafts	103,214	-
Current portion of operating lease liabilities	201,562	248,759
Current portion of loan payable, EIDL	33,171	34,384
Total current liabilities	600,682	471,341
Operating lease liabilities, less current portion	1,236,477	829,555
Loan payable, EIDL, less current portion	2,692,626	2,745,130
Total liabilities	4,529,785	4,046,026
Commitments and contingencies		
Member's equity	3,452,868	1,118,990
Retained earnings	(5,363,087)	(2,318,611)
Total liabilities and member's equity	**$ 2,619,566**	**$ 2,846,405**

See Notes to the Unaudited Combined Financial Statements.

Three Months Ended March 31,	(Unaudited) *2024*	*2023*
Revenue:		
Food and beverage	$ 1,353,542	$ 1,422,136
Total revenue	1,353,542	1,422,136
Restaurant operating expenses:		
Food, beverages and supplies	386,795	375,681
Labor	727,705	585,342
Rent and utilities	129,150	103,923
Delivery and service fees	22,743	24,073
Depreciation	49,090	47,715
Total restaurant operating expenses	1,315,483	1,136,734
Net restaurant operating income	38,059	285,402
Operating expenses:		
General and administrative	68,570	89,312
Advertising and marketing	20,563	409
Total operating expenses	89,133	89,721
Income (loss) from operations	(51,074)	195,681
Other expense:		
Interest	(30,894)	(18,648)
Total other income	(30,894)	(18,648)
Income (loss) before income taxes	(81,968)	177,033
Income tax provision	-	-
Net income (loss)	**$ (81,968)**	**$ 177,033**

See Notes to the Unaudited Combined Financial Statements.

	Member Contribution	Retained earnings/ (distributions)	Total Member's Deficit
Balance at December 31, 2022 (audited)	**$ -**	**$ -**	**$ -**
Contributions	398,945	-	398,945
Distributions	-	(415,409)	(415,409)
Net income	-	177,033	177,033
Balance at March 31, 2023 (unaudited)	**$ 398,945**	**$ (238,376)**	**$ 160,569**

	Member Contribution	Retained earnings/ (distributions)	Total Member's Deficit
Balance at December 31, 2023 (audited)	**$ 3,045,691**	**$ (4,925,458)**	**$ (1,879,767)**
Contributions	407,177	-	407,177
Distributions	-	(355,661)	(355,661)
Net income	-	(81,968)	(81,968)
Balance at March 31, 2024 (unaudited)	**$ 3,452,868**	**$ (5,363,087)**	**$ (1,910,219)**

See Notes to the Unaudited Combined Financial Statements.

		(unaudited)
	For three months ended March 31	
	2024	***2023***
Cash flows from operating activities:		
Net income (loss)	$ (81,968)	$ 177,033
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	49,360	47,715
Changes in assets and liabilities:		
Accounts receivable	11,897	39,957
Inventory	10,639	(3,192)
Accounts payable and accrued expenses	(73,090)	(87,831)
Net cash provided by operating activities	(83,162)	173,682
Cash flows from investing activities:		
Purchases of property and equipment	(1,930)	(4,756)
Net cash used in investing activities	(1,930)	(4,756)
Cash flows from financing activities:		
Bank overdrafts	17,315	-
Member's contribution	407,177	398,945
Member's distribution	(355,661)	(415,409)
Proceeds from EIDL loan	-	-
Repayment of EIDL loan	-	(20,486)
Net cash used in financing activities	68,831	(36,950)
Net (decrease) increase in cash	(16,261)	131,976
Cash – beginning of period	45,632	441,903
Cash – end of period	**$ 29,371**	**$ 573,879**
Supplemental disclosures of cash flow information		
Cash paid during the periods for:		
Interest		
Income taxes	$ -	$ -

See Notes to the Unaudited Combined Financial Statements.

1. NATURE OF OPERATIONS

Jjanga LLC, HJH LLC, and Ramen Aku LLC (collectively, the "Company") was incorporated in the State of Nevada on April 9, 2012, May 9, 2019 and July 20, 2022, respectively. Yoshiharu did not have significant transactions since formation. Yoshiharu has the following wholly owned subsidiaries:

Name	Date of Formation	Description of Business
Jjanga LLC ("Jjanga")	April 9, 2013	Sushi and Steak store located in Las Vegas, Nevada.
HJH LLC ("HJH")	May 9, 2019	All-You-Can-Eat Sushi store located in Las Vegas, Nevada.
Ramen Aku LLC ("Aku")	July 20, 2022	Ramen store located in Las Vegas, Nevada.

The Company operates three distinctive dining establishments in Las Vegas, NV: Jjanga, dba Jjanga Steak & Sushi, in Southwest Vegas, is known for its sushi and hibachi dishes, perfect for events and group dining. HJH, dba Jjanga Sushi & Oyster Bar, located near the Strip, offers all-you-can-eat sushi and innovative sushi creations, and Ramen Aku, located on N Decatur Blvd., specializes in authentic Japanese ramen with rich broths and handmade noodles. Together, these restaurants provide a diverse range of Japanese culinary experiences to locals and visitors alike.

The Company is owned, operated, and managed by one Member.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting

The combined financial statements include legal entities listed above as of and for the years ended March 31, 2024 and 2023.

Basis of Presentation and Combining Financial Statements

The accompanying combined financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") as promulgated in the United States of America. The Combined financial statements include Jjanga LLC, HJH LLC, and Ramen Aku LLC. All intercompany accounts, transactions, and profits have been eliminated upon combining. There were no intercompany accounts or transactions amongst Jjanga, HJH, and Aku as of and for the three months ended March 31, 2024 and 2023.

Use of Estimates and Assumptions

The preparation of Combined financial statements in conformity with the GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Marketing

Marketing costs are charged to expense as incurred. Marketing costs were $20,563 and $409 for the three months ended March 31, 2024, and 2023, respectively, and are included in operating expenses in the accompanying Combined statements of income.

Delivery Fees Charged by Delivery Service Providers

The Company's customers may order online through third party service providers such as Uber Eats, Door Dash, and others. These third-party service providers charge delivery and order fees to the Company. Such fees are expensed when incurred. Delivery fees are included in delivery and service fees in the accompanying combined statements of operations.

Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers. The Company's net revenue primarily consists of revenues from food and beverage sales. Revenues from the sale of food items by Company-owned restaurants are recognized as Company sales when a customer purchases the food, which is when our obligation to perform is satisfied. The timing and amount of revenue recognized related to Company sales was not impacted by the adoption of Topic 606.

Inventories

Inventories, which are stated at the lower of cost or net realizable value, consist primarily of perishable food items and supplies. Cost is determined using the first-in, first out method.

Segment Reporting

Accounting Standards Codification ("ASC") 280, "Segment Reporting," requires public companies to report financial and descriptive information about their reportable operating segments. The Company identifies its operating segments based on how executive decision makers internally evaluates separate financial information, business activities and management responsibility. Accordingly, the Company has one reportable segment, consisting of operating its stores.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Major improvements are capitalized, and minor replacements, maintenance and repairs are charged to expense as incurred. Depreciation and amortization are calculated on the straight-line basis over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of the estimated useful life or the lease term of the related asset. The estimated useful lives are as follows:

Furniture and equipment	5 to 7 years
Leasehold improvements	Shorter of estimated useful life or term of lease
Vehicle	5 years

Income Taxes

The Company is a limited liability company registered under the state of Nevada and files a partnership tax return with the federal jurisdictions. The Company is not subject to state tax under the state of Nevada. Therefore, each member of the Company is taxed on its own share of the Company's taxable income.

Impairment of Long-Lived Assets

When circumstances, such as adverse market conditions, indicate that the carrying value of a long-lived asset may be impaired, the Company performs an analysis to review the recoverability of the asset's carrying value, which includes estimating the undiscounted cash flows (excluding interest charges) from the expected future operations of the asset. These estimates consider factors such as expected future operating income, operating trends and prospects, as well as the effects of demand, competition and other factors. If the analysis indicates that the carrying value is not recoverable from future cash flows, an impairment loss is recognized to the extent that the carrying value exceeds the estimated fair value. Any impairment losses are recorded as operating expenses, which reduce net income. The Company did not have any impairment of long-lived assets as of March 31, 2024 and 2023.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk are accounts receivable and other receivables arising from its normal business activities. The Company has a diversified customer base. The Company controls credit risk related to accounts receivable through credit approvals, credit limits and monitoring procedures. The Company routinely assesses the financial strength of its customers and, based upon factors surrounding the credit risk, establishes an allowance, if required, for un-collectible accounts and, as a consequence, believes that its accounts receivable related credit risk exposure beyond such allowance is limited.

Fair Value of Financial Instruments

The Company utilizes ASC 820-10, Fair Value Measurement and Disclosure, for valuing financial assets and liabilities measured on a recurring basis. Fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. The guidance also establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors market participants would use in valuing the asset or liability. The guidance establishes three levels of inputs that may be used to measure fair value:

Level 1. Observable inputs such as quoted prices in active markets;
Level 2. Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and
Level 3. Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The Company's financial instruments consisted of cash, operating lease right-of-use assets, net, accounts payable and accrued expenses, notes payables, and operating lease liabilities. The estimated fair value of cash, operating lease right-of-use assets, net, and notes payables approximate its carrying amount due to the short maturity of these instruments.

Leases

In accordance with ASC 842, Leases, the Company determines whether an arrangement contains a lease at inception. A lease is a contract that provides the right to control an identified asset for a period of time in exchange for consideration. For identified leases, the Company determines whether it should be classified as an operating or finance lease. Operating leases are recorded in the balance sheet as: right-of-use asset ("ROU asset") and operating lease liability. ROU asset represents the Company's right to use an underlying asset for the lease term and lease liability represents the Company's obligation to make lease payments arising from the lease. ROU assets and operating lease liabilities are recognized at the commencement date of the lease and measured based on the present value of lease payments over the lease term. The ROU asset also includes deferred rent liabilities. The Company's lease arrangement generally do not provide an implicit interest rate. As a result, in such situations the Company uses its incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The Company includes options to extend or terminate the lease when it is reasonably certain that it will exercise that option in the measurement of its ROU asset and liability. Lease expense for the operating lease is recognized on a straight-line basis over the lease term. The Company has a lease agreement with lease and non-lease components, which are accounted for as a single lease component.

Recent Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, "Financial Instruments—Credit Losses," which will require the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. Subsequently, the FASB issued ASU No. 2018-19, Codification Improvements to Topic 326, to clarify that receivables arising from operating leases are within the scope of lease accounting standards. Further, the FASB issued ASU No. 2019-04, ASU 2019-05, ASU 2019-10, ASU 2019-11, and ASU 2020-02 to provide additional guidance on the credit losses standard. For the Company as an emerging growth company, the amendments for ASU 2016-13 are effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Adoption of the ASUs is on a modified retrospective basis. The Company has adopted this ASU since April 1, 2023. The Company considers the impact on its combined financial statements and related disclosures to be immaterial.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," which modifies the rules on income tax disclosures to require disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions. The guidance is effective for annual periods beginning after December 15, 2024, with early adoption permitted. ASU 2023-09 should be applied on a prospective basis, but retrospective application is permitted. The adopting this new guidance on its combined financial statements and related disclosures will have no impact on the Company.

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures," which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The purpose of the amendment is to enable investors to better understand an entity's overall performance and assess potential future cash flows. The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The guidance is to be applied retrospectively to all prior periods presented in the financial statements. Based on management's assessment, the Company has determined that it has only one operating segment as defined by ASC 280.

Except for the above-mentioned pronouncements, there are no new recently issued accounting standards that will have a material impact on the consolidated financial position, statements of operations, and cash flows.

COVID-19 Impact on Concentration of Risk

The novel coronavirus ("COVID-19") pandemic has significantly impacted health and economic conditions throughout the United States and globally, as public concern about becoming ill with the virus has led to the issuance of recommendations and/or mandates from federal, state and local authorities to practice social distancing or self-quarantine. The Company is continually monitoring the outbreak of COVID-19 and the related business and travel restrictions and changes to behavior intended to reduce its spread, and its impact on operations, financial position, cash flows, inventory, supply chains, purchasing trends, customer payments, and the industry in general, in addition to the impact on its employees. We have experienced significant disruptions to our business due to the COVID-19 pandemic and related suggested and mandated social distancing and shelter-in-place orders.

2. PROPERTY AND EQUIPMENT, NET

March 31		*2024*		*2023*
Leasehold Improvement	$	865,662	$	732,985
Furniture and equipment		844,806		838,121
Total property and equipment		1,710,468		1,571,106
Accumulated depreciation		(612,398)		(417,173)
Total property and equipment, net	$	1,098,070	$	1,153,933

Total depreciation was $49,360 and $47,715 for the quarters ended March 31, 2024 and 2023, respectively.

3. LOAN PAYABLES, EIDL

March 31,		*2024*		*2023*
April 21, 2022 ($2,000,000) - Jjanga	$	1,950,517	$	1,987,754
February 9, 2022 ($800,000) - HJH		775,280		791,760
Total loan payables, EIDL		2,725,797		2,779,514
Less - current portion		(33,171)		(34,384)
Total loan payables, EIDL, less current portion		**2,692,626**		**2,745,130**

The following table provides future minimum payments as of March 31, 2024:

For the years ended		*Amount*
2024 (for nine month remaining)	$	3,171
2025		49,980
2026		52,336
2027		54,803
2028		57,386
Thereafter		2,508,121
Total	**$**	**2,725,797**

April 21, 2022 – $2,000,000 – Jjanga

On April 21, 2022, JJanga LLC (the "Jjanga") executed the standard loan documents required for securing a loan (the "EIDL Loan") from the SBA under its Economic Injury Disaster Loan ("EIDL") assistance program in light of the impact of the COVID-19 pandemic on the Jjanga's business.

Pursuant to that certain Loan Authorization and Agreement (the "SBA Loan Agreement"), Jjanga borrowed an aggregate principal amount of the EIDL Loan of $2,000,000, with proceeds to be used for working capital purposes. Interest accrues at the rate of 4.75% per annum and will accrue only on funds actually advanced from the date of each advance. Installment payments, including principal and interest, are due monthly beginning May 2023 (twelve months from the date of the SBA Loan) in the amount of $10,298. The balance of principal and interest is payable thirty years from the date of the SBA Loan.

In connection therewith, Jjanga executed (i) a loan for the benefit of the SBA (the "SBA Loan"), which contains customary events of default and (ii) a Security Agreement, granting the SBA a security interest in all tangible and intangible personal property of Jjanga, which also contains customary events of default (the "SBA Security Agreement").

February 9, 2022 – $800,000 – HJH LLC

On February 9, 2022, HJH LLC (the "HJH") executed the standard loan documents required for securing a loan (the "EIDL Loan") from the SBA under its Economic Injury Disaster Loan ("EIDL") assistance program in light of the impact of the COVID-19 pandemic on the HJH's business.

Pursuant to that certain Loan Authorization and Agreement (the "SBA Loan Agreement"), HJH borrowed an aggregate principal amount of the EIDL Loan of $800,000, with proceeds to be used for working capital purposes. Interest accrues at the rate of 4.75% per annum and will accrue only on funds actually advanced from the date of each advance. Installment payments, including principal and interest, are due monthly beginning March 2023 (twelve months from the date of the SBA Loan) in the amount of $4,120. The balance of principal and interest is payable thirty years from the date of the SBA Loan.

In connection therewith, HJH executed (i) a loan for the benefit of the SBA (the "SBA Loan"), which contains customary events of default and (ii) a Security Agreement, granting the SBA a security interest in all tangible and intangible personal property of HJH, which also contains customary events of default (the "SBA Security Agreement").

4. COMMITMENTS AND CONTINGENCIES

Commitments

Operating lease right-of-use ("ROU") assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Generally, the implicit rate of interest in arrangements is not readily determinable and the Company utilizes its incremental borrowing rate in determining the present value of lease payments. The Company's incremental borrowing rate is a hypothetical rate based on its understanding of what its credit rating would be. The operating lease ROU asset includes any lease payments made and excludes lease incentives. Our variable lease payments primarily consist of maintenance and other operating expenses from our real estate leases. Variable lease payments are excluded from the ROU assets and lease liabilities and are recognized in the period in which the obligation for those payments is incurred. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for minimum lease payments is recognized on a straight-line basis over the lease term.

The Company has lease agreements with lease and non-lease components. The Company has elected to account for these lease and non-lease components as a single lease component.

In accordance with ASC 842, the components of lease expense were as follows:

Quarter ended March 31,		***2024***		***2023***
Operating lease expense	$	100,345	$	93,324
Total lease expense	$	100,345	$	93,324

In accordance with ASC 842, other information related to leases was as follows:

Quarter ended March 31,		***2024***		***2023***
Operating cash flows from operating leases	$	97,497	$	92,204
Cash paid for amounts included in the measurement of lease liabilities	$	97,497	$	92,204
Weighted-average remaining lease term—operating leases				6.4 Years
Weighted-average discount rate—operating leases				7%

In accordance with ASC 842, maturities of operating lease liabilities as of March 31, 2024 were as follows:

Year ending:		**Operating Lease**
2024 (9 months remaining)	$	226,033
2025		280,047
2026		286,320
2027		292,781
2028		257,485
Thereafter		582,699
Total undiscounted cash flows	$	1,925,365
Reconciliation of lease liabilities:		
Weighted-average remaining lease terms		6.4 Years
Weighted-average discount rate		7%
Present values	$	1,438,039
Lease liabilities—current		201,562
Lease liabilities—long-term		1,236,477
Lease liabilities—total	$	1,438,039
Difference between undiscounted and discounted cash flows	$	487,326

Contingencies

From time to time, the Company may be involved in certain legal actions and claims arising in the normal course of business. Management is of the opinion that such matters will be resolved without material effect on the Company's financial condition or results of operations.

5. SUBSEQUENT EVENTS

The Company evaluated all events or transactions that occurred after December 31, 2023. During this period, the Company did not have any material recognizable subsequent events required to be disclosed other than the following:

- On June 12, 2024, the Company executed an amended asset purchase agreement with Yoshiharu Global Co, updating the original agreement from November 21, 2023. This amendment allows separate closings for restaurants, effective April 20, 2024. Yoshiharu Global Co. will acquire assets from three restaurants: Jjanga, HJH, and Aku, for $1,800,000 in cash, a $600,000 promissory note, and a $1,200,000 convertible note. Mr. Hwang, the sole member of the three restaurants, will serve as Managing Director under an employment agreement.

UNAUDITED PRO FORMA COMBINED FINANCIAL INFORMATION

Introduction

Yoshiharu Global Co. (the “Company”) is providing the following unaudited pro forma combined financial information to aid the Company’s stockholders in their analysis of the financial aspects of the Purchase. The unaudited pro forma combined financial information has been prepared in accordance with Article 11 of Regulation S-X. The unaudited pro forma combined balance sheet as of March 31, 2024 combines the historical balance sheet of the Company and the historical consolidated balance sheet of Jjanga LLC, HJH LLC and Ramen Aku LLC (collectively referred as the “LV Entities”) for such period on a pro forma basis as if the Purchase had been consummated on March 31, 2024.

The unaudited pro forma combined statement of operations for the period ended March 31, 2024 combine the historical statements of operations of the Company and LV Entities for such periods on a pro forma basis as if the Purchase had been consummated on January 1, 2024.

The unaudited pro forma combined financial information has been presented for illustrative purposes only and is not necessarily indicative of the financial position and results of operations that would have been achieved had the Purchase occurred on the dates indicated. The unaudited pro forma combined financial information may not be useful in predicting the future financial condition and results of operations of the Post-Purchase company. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors. The unaudited pro forma adjustments represent management’s estimates based on information available as of the date of the unaudited pro forma combined financial information and is subject to change as additional information becomes available and analyses are performed. This information should be read together with the LV Entities audited and unaudited consolidated financial statements and related footnotes as provided in this filing.

The Purchase will be accounted for as a business combination in accordance with GAAP. The Company was determined to be the accounting acquirer based on an evaluation of the following facts and circumstances:

- The Company’s senior management will comprise the senior management of the combined company;
- The Company’s will control a majority of the Board of Directors;
- The Company’s existing equity holders will have a majority voting interest in the Post-Combination company.

Effective as of April 20, 2024 (the “Closing Date”), as contemplated by the A&R Asset Purchase Agreement:

- The Company purchased certain assets of the LV Entities. The Company agreed to pay Mr. Jihyuck Hwang, the restaurant operator of the LV Entities (the “Seller”) $1,800,000 in cash, a promissory note in the principal amount of $600,000 (the “Promissory Note”) and a convertible note having a principal amount of $1,200,000 which is to be convertible into the Company’s Class A common stock in accordance with the terms therein (the “Convertible Note”).

- The Company also entered into an employment agreement with the Seller whereby the Seller will serve as the Managing Director of each of the LV Entities upon consummation of the A&R Asset Purchase Agreement.

Promissory Note

In connection with the A&R Asset Purchase Agreement, the Company entered into the Promissory Note with the Seller. The Promissory Note holds a principal sum of $600,000 which is to be repaid by the Company in two equal installments due April 12, 2025 and April 12, 2026. Each annual installment shall be in the amount of $300,000. The Promissory Note specifies that payments shall be made without the additional interest. If the Company fails to make any payments as required, the Promissory Note states that the entire balance shall become immediately due and payable.

Convertible Note

In connection with the A&R Asset Purchase Agreement, the Company also entered into the Convertible Note with the Seller. The Convertible Note states that the principal sum shall accrue interest at a rate of 0.5% per annum and specifies that the maturity date is one year from the closing date. The terms of the Convertible Note provide that upon the maturity date, the Seller has the right to convert any outstanding and unpaid portion of the Convertible Note into the Class A Common stock of the Company. If the Seller chooses to exercise this right, the conversion price will be 150% of the average of the highest and lowest prices of the Company's stock during the five business days immediately after the closing date of the Amended Asset Agreement (the "Conversion Price Formula"). If the closing stock price on the conversion date is lower than the price produced via the Conversion Price Formula, the Seller shall have the option to choose the cash receipt of any outstanding and unpaid portion of the Convertible Note or convert any outstanding and unpaid portion of the Convertible Note into the Company's stock using the same Conversion Price Formula. If the stock price on the conversion date is higher than the price produced by the Conversion Price Formula, the Seller shall convert any outstanding and unpaid portion of the Convertible Note into the Company's stock. Upon choosing to convert, the Seller must provide written notice to the Company indicating the portion of the Convertible Note to be converted.

Employment Agreement

In connection with the A&R Asset Purchase Agreement, the Company also entered into the Employment Agreement with the Seller. The Employment Agreement sets out Mr. Hwang's position, duties, compensation, employment term and termination rights. Mr. Hwang will serve as Managing Director of Yoshiharu LV which will manage the LV Entities. He will be paid an annual base salary of $180,000 with a performance bonus schedule based on how much money in excess of the target EBITDA Yoshiharu LV achieves. Under this performance incentive program, Mr. Hwang is eligible for Restricted Stock Units worth up to $100,0000. The Employment Agreement specifies that he will be employed for an initial term of 3 years, beginning immediately after the closing date of the Amended Asset Agreement, subject to extension or early termination. The termination clause of the Employment Agreement provides that either party may terminate employment with or without cause upon 60 days written notice to the other party. If Mr. Hwang's employment is terminated with or without cause, he is not entitled to receive a severance package.

Supplementary Schedule I
Unaudited Combining Balance Sheets
As of March 31, 2024 and 2023

	As of March 31, 2024 (Unaudited)			
	Jjanga	*HJH*	*AKU*	*Combined*
ASSETS				
Current Assets:				
Cash	$ 3,000	$ 3,000	$ 3,000	$ 9,000
Accounts receivable	42,225	16,264	10,363	68,852
Inventories	7,820	2,237	2,728	12,785
Other receivable	-	-	-	-
Total current assets	53,045	21,501	16,091	90,637
Non-Current Assets:				
Property and equipment, net	809,628	82,433	206,009	1,098,070
Other assets	10,865	-	10,706	21,571
Operating lease right-of-use asset, net	605,275	18,673	785,340	1,409,288
Total non-current assets	1,425,768	101,106	1,002,055	2,528,929
Total assets	**$ 1,478,813**	**$ 122,607**	**$ 1,018,146**	**$ 2,619,566**
LIABILITIES AND MEMBER'S EQUITY				
Current Liabilities:				
Accounts payable and accrued expenses	$ 157,909	$ 54,110	$ 50,716	$ 262,735
Bank overdrafts	61,229	35,975	6,010	103,214
Current portion of operating lease liabilities	113,813	19,657	68,092	201,562
Current portion of loan payable, EIDL	33,664	14,620	-	48,284
Total current liabilities	366,615	124,362	124,818	615,795
Operating lease liabilities, less current portion	494,671	-	741,806	1,236,477
Loan payable, EIDL, less current portion	1,916,853	760,660	-	2,677,513
Total liabilities	2,778,139	885,022	866,624	4,529,785
Commitments and contingencies				
Member's equity	2,343,032	668,879	440,957	3,452,868
Retained earnings	(3,642,358)	(1,431,294)	(289,435)	(5,363,087)
Total liabilities and member's equity	**$ 1,478,813**	**$ 122,607**	**$ 1,018,146**	**$ 2,619,566**

Supplementary Schedule I
Unaudited Combining Balance Sheets
As of March 31, 2024 and 2023

	As of March 31, 2023 (Unaudited)			
	Jjanga	***HJH***	***AKU***	***Combined***
ASSETS				
Current Assets:				
Cash	$ 240,444	$ 190,867	$ 122,794	$ 554,105
Accounts receivable	21,154	9,702	5,254	36,110
Inventories	15,744	5,915	4,222	25,881
Total current assets	277,342	206,484	132,270	616,096
Non-Current Assets:				
Property and equipment, net	810,394	110,337	233,202	1,153,933
Other assets	1,200	-	19,774	20,974
Operating lease right-of-use asset, net	72,432	126,033	856,937	1,055,402
Total non-current assets	884,026	236,370	1,109,913	2,230,309
Total assets	**$ 1,161,368**	**$ 442,854**	**$ 1,242,183**	**$ 2,846,405**
LIABILITIES AND MEMBER'S EQUITY				
Current Liabilities:				
Accounts payable and accrued expenses	$ 57,699	$ 98,100	$ 32,399	$ 188,198
Current portion of operating lease liabilities	75,283	112,756	60,720	248,759
Current portion of loan payable, EIDL	32,105	14,005	-	46,110
Total current liabilities	165,087	224,861	93,119	483,067
Operating lease liabilities, less current portion	-	19,657	809,898	829,555
Loan payable, EIDL, less current portion	1,955,649	777,755	-	2,733,404
Total liabilities	2,120,736	1,022,273	903,017	4,046,026
Commitments and contingencies				
Member's equity	355,849	469,851	293,290	1,118,990
Retained earnings	(1,315,217)	(1,049,270)	45,876	(2,318,611)
Total liabilities and member's equity	**$ 1,161,368**	**$ 442,854**	**$ 1,242,183**	**$ 2,846,405**

Supplementary Schedule I
Unaudited Combining Statements of Operations
Three Months Ended March 31, 2024 and 2023

	Three Months Ended March 31, 2024 (Unaudited)			
	Jjanga	*HJH*	*AKU*	*Combined*
Revenue:				
Food and beverage	$ 782,424	$ 296,864	$ 274,254	$ 1,353,542
Total revenue	782,424	296,864	274,254	1,353,542
Restaurant operating expenses:				
Food, beverages and supplies	267,164	38,977	80,654	386,795
Labor	381,591	230,344	115,770	727,705
Rent and utilities	51,244	45,052	32,854	129,150
Delivery and service fees	16,704	6,039	-	22,743
Depreciation	35,383	6,909	6,798	49,090
Total restaurant operating expenses	752,086	327,321	236,076	1,315,483
Net restaurant operating income	30,338	(30,457)	38,178	38,059
Operating expenses:				
General and administrative	27,583	15,286	25,701	68,570
Advertising and marketing	20,563	-	-	20,563
Total operating expenses	48,146	15,286	25,701	89,133
Income (loss) from operations	(17,808)	(45,743)	12,477	(51,074)
Other expense:				
Interest	(30,894)	-	-	(30,894)
Total other expense	(30,894)	-	-	
Income (loss) before income taxes	(48,702)	(45,743)	12,477	(81,968)
Income tax provision	-	-	-	-
Net income (loss)	**$ (48,702)**	**$ (45,743)**	**$ 12,477**	**$ (81,968)**

Supplementary Schedule II
Unaudited Combining Statements of Operations
Three Months Ended March 31, 2024 and 2023

	As of March 31, 2023 (Unaudited)			
	Jjanga	*HJH*	*AKU*	*Combined*
Revenue:				
Food and beverage	$ 790,428	$ 312,304	$ 319,404	$ 1,422,136
Total revenue	790,428	312,304	319,404	1,422,136
Restaurant operating expenses:				
Food, beverages and supplies	263,413	56,215	56,053	375,681
Labor	270,713	248,062	66,567	585,342
Rent and utilities	31,488	38,511	33,924	103,923
Delivery and service fees	12,546	11,527	-	24,073
Depreciation	34,008	6,909	6,798	47,715
Total restaurant operating expenses	612,168	361,224	163,342	1,136,734
Net restaurant operating income	178,260	(48,920)	156,062	285,402
	23%			
Operating expenses:				
General and administrative	29,306	27,957	32,049	89,312
Advertising and marketing	409	-	-	409
Total operating expenses	29,715	27,957	32,049	89,721
Income (loss) from operations	148,545	(76,877)	124,013	195,681
Other expense:				
Interest	(18,648)	-	-	(18,648)
Total other expense	(18,648)	-	-	
Income (loss) before income taxes	129,897	(76,877)	124,013	177,033
Income tax provision	-	-	-	-
Net income (loss)	**$ 129,897**	**$ (76,877)**	**$ 124,013**	**$ 177,033**

Supplementary Schedule III
Unaudited Combining Statements of Cash Flows
Three Months Ended March 31, 2024 and 2023

	Three Months Ended March 31, 2024 (Unaudited)			
	Jjanga	***HJH***	***AKU***	***Combined***
Cash flows from operating activities:				
Net income (loss)	$ (48,702)	$ (45,743)	$ 12,477	$ (81,968)
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation	35,383	7,179	6,798	49,360
Changes in assets and liabilities:				
Accounts receivable	6,607	1,986	3,304	11,897
Inventory	3,976	3,156	3,507	10,639
Other assets	(9,665)	-	(10,706)	(20,371)
Accounts payable and accrued expenses	(17,085)	(40,299)	(15,706)	(73,090)
Net cash used in operating activities	(29,486)	(73,721)	(326)	(103,533)
Cash flows from investing activities:				
Purchases of property and equipment	(1,930)	-	-	(1,930)
Net cash used in investing activities	(1,930)			(1,930)
Cash flows from financing activities:				
Bank overdrafts	11,316	(11)	6,010	17,315
Member's contribution	171,799	199,028	36,350	407,177
Member's distribution	(151,699)	(125,296)	(78,666)	(355,661)
Net cash provided by (used in) financing activities	31,416	73,721	(36,306)	68,831
Net (decrease) increase in cash	-	-	(36,632)	(36,632)
Cash – beginning of period	-	3,000	39,632	42,632
Cash – end of period	**$ -**	**$ 3,000**	**$ 3,000**	**$ 6,000**
Supplemental disclosures of cash flow information				
Cash paid during the periods for:				
Interest	$ 30,894		$ -	$ 30,894
Income taxes	$ -		$ -	$ -

Supplementary Schedule III
Unaudited Combining Statements of Cash Flows
Three Months Ended March 31, 2024 and 2023

	As of March 31, 2023 (Unaudited)			
	Jjanga	*HJH*	*AKU*	*Combined*
Cash flows from operating activities:				
Net income (loss)	$ 129,897	$ (76,877)	$ 124,013	$ 177,033
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation	34,008	6,909	6,798	47,715
Changes in assets and liabilities:				
Accounts receivable	26,058	9,719	4,180	39,957
Inventory	(7,166)	766	3,208	(3,192)
Other assets	-	-	(19,774)	(19,774)
Accounts payable and accrued expenses	(132,991)	31,401	13,759	(87,831)
Net cash provided by (used in) operating activities	49,806	(28,082)	132,184	153,908
Cash flows from investing activities:				
Purchases of property and equipment	(4,756)	-	-	(4,756)
Net cash used in investing activities	(4,756)	-	-	(4,756)
Cash flows from financing activities:				
Member's contribution	97,900	322,605	(21,560)	398,945
Member's distribution	(101,359)	(261,571)	(52,479)	(415,409)
Repayment of EIDL loan	(12,246)	(8,240)	-	(20,486)
Net cash provided (used in) financing activities	(15,705)	52,794	(74,039)	(36,950)
Net (decrease) increase in cash	29,345	24,712	58,145	112,202
Cash – beginning of period	-	166,155	64,649	230,804
Cash – end of period	**$ 29,345**	**$ 190,867**	**$ 122,794**	**$ 343,006**
Supplemental disclosures of cash flow information				
Cash paid during the periods for:				
Interest	$ 18,648		$ -	$ 18,648
Income taxes	$ -		$ -	$ -

Exhibit 99.4

	As of March 31, 2024					
	Yoshiharu Actual	*LV Entities Actual*	*Combined*	*Adjustment*		*As adjusted*
ASSETS						
Current assets						
Cash	$ 1,355,738	9,000	1,364,738	(179,648)	b,a	$ 1,185,090
Accounts receivable	94,135	68,852	162,987	(68,852)	a	94,135
Inventories	77,151	12,785	89,936	-	b	89,936
Total current assets	**1,527,024**	**90,637**	**1,617,661**	**(248,500)**		**1,369,161**
Non-Current Assets:						
Property and equipment, net	4,278,910	1,098,070	5,376,980	-	b	5,376,980
Operating lease right-of-use asset, net	5,322,909	1,409,288	6,732,197	-	b	6,732,197
Goodwill	-	-	-	1,985,645	b,c	1,985,645
Intangible assets	-	-	-	531,051	b	531,051
Other assets	1,584,395	21,571	1,605,966	(749,723)	a	856,243
Total non-current assets	**11,186,214**	**2,528,929**	**13,715,143**	**1,766,973**		**15,482,116**
Total assets	**$ 12,713,238**	**2,619,566**	**15,332,804**	**1,518,473**		**16,851,277**
LIABILITIES AND STOCKHOLDERS' DEFICIT						
Current Liabilities:						
Accounts payable and accrued expenses	$ 674,989	262,735	937,724	(262,735)	a	$ 674,989
Line of Credit	1,000,000	103,214	1,103,214	(103,214)	a	1,000,000
Current portion of operating lease liabilities	589,561	201,562	791,123	-	b	791,123
Current portion of bank notes payables	685,978	-	685,978	-		685,978
Current portion of loan payable, EIDL	7,931	33,171	41,102	(33,171)	a	7,931
Loans payable to financial institutions	365,470	-	365,470	-		365,470
Loans payable to seller	-	-	-	600,000	b	600,000
Due to related party	81,097	-	81,097	-		81,097
Other payables	65,700	-	65,700	-		65,700
Total current liabilities	3,470,726	600,682	4,071,408	200,880		4,272,288
Operating lease liabilities, less current portion	5,534,934	1,236,477	6,771,411	-	b	6,771,411
Bank notes payables, less current portion	1,450,826	-	1,450,826	900,000	b	2,350,826
Loan payable, EIDL, less current portion	415,329	2,692,626	3,107,955	(2,692,626)	a	415,329
Convertible note	-	-	-	1,200,000	b	1,200,000
Total liabilities	10,871,815	4,529,785	15,401,600	(391,746)		15,009,854
Stockholders' Equity						
Class A Common Stock - $0.0001 par value; 49,000,000 authorized shares; 1,230,246 and 1,228,246 shares issued and outstanding at December 31, 2023 and December 31, 2022	124	-	124	-		124
Class B Common Stock - $0.0001 par value; 1,000,000 authorized shares; 100,000 shares issued and outstanding at December 31, 2023 and at December 31, 2022	10	-	10	-		10
Additional paid-in-capital	12,058,267	3,452,868	15,511,135	(3,452,868)	a	12,058,267
Accumulated deficit	(10,216,978)	(5,363,087)	(15,580,065)	5,363,087	a	(10,216,978)
Total stockholders' equity	1,841,423	(1,910,219)	(68,796)	1,910,219		1,841,423
Total liabilities and stockholders' equity	**$ 12,713,238**	**2,619,566**	**15,332,804**	**1,518,473**		**$16,851,277**

	For the three months ended March 31, 2024				
	Yoshiharu Actual	*LV Entities Actual*	*Combined*	*Adjustment*	*As adjusted*
Revenue:					
Food and beverage	$ 2,811,609	1,353,542	4,165,151	-	$ 4,165,151
Total revenue	2,811,609	1,353,542	4,165,151	-	4,165,151
Restaurant operating expenses:					
Food, beverages and supplies	667,892	386,795	1,054,687	-	1,054,687
Labor	1,286,534	727,705	2,014,239	-	2,014,239
Rent and utilities	318,568	129,150	447,718	-	447,718
Delivery and service fees	143,361	22,743	166,104	-	166,104
Depreciation	170,682	49,090	219,772	-	219,772
Total restaurant operating expenses	2,587,037	1,315,483	3,902,520	-	3,902,520
Net restaurant operating income	224,572	38,059	262,631	-	262,631
Operating expenses:					
General and administrative	920,401	68,570	988,971	-	988,971
Related party compensation	42,154	-	42,154	-	42,154
Advertising and marketing	33,904	20,563	54,467	-	54,467
Total operating expenses	996,459	89,133	1,085,592	-	1,085,592
Income (loss) from operations	(771,887)	(51,074)	(822,961)	-	(822,961)
Other expense:					
Interest	(104,318)	(30,894)	(135,212)	-	(135,212)
Total other income	(104,318)	(30,894)	(135,212)	-	(135,212)
Loss before income taxes	(876,205)	(81,968)	(958,173)	-	(958,173)
Income tax provision	-	-	-	-	-
Net loss	**(876,205)**	**(81,968)**	**(958,173)**	**-**	**(958,173)**
Loss per share:					
Basic and diluted	(0.65)	-	(0.71)	-	(0.71)
Weighted average number of common shares outstanding:					
Basic and diluted	1,341,488	-	1,341,488	-	1,341,488

a Represents the assets and liabilities that are not acquired by the Company.

b Represents purchase adjustments

Cash	$ 900,000	Fixed assets gross	1,708,538
Loans payable to seller	600,000	Operating lease right-of-use asset, net	1,483,632
Bank notes payables	900,000	Goodwill	1,917,365
Convertible note	1,200,000	Operating lease liabilities	(1,509,535)
Total purchase price	$ 3,600,000	Acquired assets, net	3,600,000

c Goodwill adjustment is subject to appropriate asset valuation based on purchase price after valuation is completed

NOTES TO UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

1. Basis of Presentation

The Purchase will be accounted for as an acquisition, in accordance with GAAP. The Company was deemed the accounting acquirer in the Purchase based on an analysis of the criteria outlined in Accounting Standards Codification ("ASC") 805, Business Combinations. LV Entities were deemed to be the predecessor entity of the Company. Accordingly, the historical financial statements of the LV Entities will become the historical financial statements of the Company, upon the consummation of the Purchase. Under the acquisition method of accounting, the certain assets and liabilities of the LV Entities will be recorded at their fair values measured as of the acquisition date. The excess of the purchase price over the estimated fair values of the net assets acquired, if applicable, will be recorded as goodwill.

The unaudited pro forma combined balance sheet as of March 31, 2024, assumes that the Purchase occurred on March 31, 2024. The unaudited pro forma combined statement of operations for the three months ended March 31, 2024 reflects pro forma effect to the Purchase as if it had been completed on January 1, 2024.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented. The unaudited pro forma combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings, or cost savings that may be associated with the Purchase.

The pro forma adjustments reflecting the consummation of the Purchase are based on certain currently available information and certain assumptions and methodologies that the Company believes are reasonable under the circumstances. The unaudited pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments and it is possible the difference may be material. The Company believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Purchase based on information available to management at the time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma combined financial information.

The unaudited pro forma combined financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the Purchase taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the combined company. They should be read in conjunction with the historical financial statements and notes thereto of the Company's Form 10-K and Form 10-Q and the LV Entities included in this prospectus.

The following unaudited pro forma combined financial information has been prepared in accordance with Article 11 of Regulation S-X, as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses." Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the Purchase ("Transaction Accounting Adjustments") and present the reasonably estimable synergies and other transaction effects that have occurred or are reasonably expected to occur ("Management's Adjustments"). The Company has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the following unaudited pro forma combined financial information.

2. Accounting Policies

Upon consummation of the Purchase, management will perform a comprehensive review of the accounting policies of the two entities. As a result of the review, management may identify differences between the accounting policies of the two entities which, when conformed, could have a material impact on the financial statements of the combined company. Based on its initial analysis, management did not identify any differences that would have a material impact on the unaudited pro forma combined financial information. As a result, the unaudited pro forma combined financial information does not assume any differences in accounting policies.

3. Preliminary Purchase Price Allocation

The preliminary purchase price of the LV Entities has been allocated to the assets acquired and liabilities assumed for purposes of this pro forma financial information based on their estimated relative fair values. The purchase price allocations herein are preliminary. The final purchase price allocations for the Purchase will be determined after completion of a thorough analysis to determine the fair value of all assets acquired and liabilities assumed but in no event later than one year following the closing date of the acquisition. Accordingly, the final acquisition accounting adjustments could differ materially from the accounting adjustments included in the pro forma financial statements presented herein. Any increase or decrease in the fair value of the assets acquired and liabilities assumed, as compared to the information shown herein, could also change the portion of purchase price allocable to goodwill and could impact the operating results of the Company following the acquisition due to differences in purchase price allocation, depreciation and amortization related to some of these assets and liabilities.

Purchase Price		
Cash	$	900,000
Loans payable to seller		600,000
Bank notes payables		900,000
Convertible note		1,200,000
Total purchase price	$	3,600,000
Purchase Price Allocation		
Inventory and other assets	$	13,985
Fixed assets, net		1,098,070
Operating lease right-of-use asset, net		1,409,288
Goodwill		1,985,645
Intangible assets		531,051
Operating lease liabilities		(1,438,039)
Acquired assets, net	$	3,600,000

4. Adjustments to Unaudited Pro forma combined Financial Information

The unaudited pro forma combined financial information has been prepared to illustrate the effect of the Purchase and has been prepared for informational purposes only.

The pro forma combined provision for income taxes does not necessarily reflect the amounts that would have resulted had the combined company filed consolidated income tax returns during the periods presented.

The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma combined statement of operations are based upon the number of the combined company's shares outstanding, assuming the Purchase occurred on January 1, 2024.

Transaction Adjustments

(a) Reflects the assets and liabilities that are not acquired by the Company.
(b) Reflects the purchase adjustments.
(c) Goodwill adjustment is subject to appropriate asset valuation based on purchase price after valuation is completed

5. Pro Forma Earnings per Share

Basic earnings per share is computed based on the historical weighted average number of shares of common stock outstanding during the period, and the issuance of additional shares in connection with the Purchase, assuming the shares were outstanding since January 1, 2024. As the Purchase is being reflected as if it had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted net loss per share assumes that the shares issuable in connection with the Purchase have been outstanding for the entire period presented.