

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): March 10, 2025

Yoshiharu Global Co.

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction
of Incorporation)

001-41494

(Commission
File No.)

87-3941448

(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.

Item 1.01. Entry into a Material Agreement

On March 10, 2025, Yoshiharu Global Co., a Delaware corporation (the "Company") entered into a private placement securities subscription agreement (the "GM Private Placement Agreement") with Good Mood Studio, Inc. ("Good Mood Studio") pursuant to which Good Mood Studio purchased \$200,000 worth of the Company's shares of Class A common stock, par value \$0.0001 per share ("Class A Common Stock"), at a price per share of \$2.50 per share, or 80,000 shares of Class A Common Stock (the "GM Shares").

The GM Private Placement Agreement also contains customary representations, warranties, indemnification provisions and closing conditions. The representations, warranties and covenants contained in the GM Private Placement Agreement were made only for purposes of the GM Private Placement Agreement and as of specific dates, were solely for the benefit of the parties to such agreement and are subject to certain important limitations. The GM Private Placement Agreement was entered into on the basis of Good Mood Studio's self-certification as an accredited investor pursuant to Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act") and therefore all such GM Shares are to be issued as restricted shares.

Pursuant to the GM Private Placement Agreement, the Company is obligated to submit a registration statement to the Securities and Exchange Commission (the "SEC") within thirty (30) calendar days following the filing of the Company's Annual Report on Form 10-K with the SEC for the fiscal year ended December 31, 2024. If the Company fails to file the registration statement by this deadline, it shall provide written notice to Good Mood Studio within five (5) business days, detailing the reason for the delay and the expected timeline for submission.

The GM Private Placement Agreement also provides that should the Company fail to submit the registration statement within the timeline specified above or if the registration

statement is denied, withdrawn or not declared effective by the SEC within one-hundred twenty (120) days from the filing date, Good Mood Studio will have the option, in its sole discretion, to: (1) require the Company to assist it in filing for an exemption under Rule 144 or other applicable SEC regulations to remove the transfer restrictions from the GM Shares, or, if such exemption is unavailable, demand the Company to repurchase the GM Shares at the original purchase price (\$200,000); or (2) demand a full refund of the subscription amount (\$200,000), subject to the Company's financial capability as verified by an independent audit conducted within 15 days of the demand. The GM Private Placement also states that should a refund become necessary, the Company is obligated to process and complete the refund within thirty (30) calendar days of it exercising its right to a refund. If the Company fails to remit the refund within this period, the outstanding amount shall accrue interest at an annual rate of eight percent (8%) until fully paid.

On March 10, 2025, the Company entered into a private placement securities subscription agreement (the "BOF Private Placement Agreement") with Blue Ocean Fund ("Blue Ocean Fund") pursuant to which Blue Ocean Fund purchased \$300,000 worth of the Company's Class A Common Stock, at a price per share of \$2.50 per share, or 120,000 shares of Class A Common Stock (the "BOF Shares"). The BOF Private Placement Agreement contains customary representations, warranties, indemnification provisions and closing conditions. The provisions in the BOF Private Placement Agreement concerning registration rights and penalties, self-certification and refunds are identical to those provided in the GM Private Placement Agreement.

On March 10, 2025, the Company entered into a private placement securities subscription agreement (the "GLF Private Placement Agreement") with Green Light Fund ("Green Light Fund") pursuant to which Green Light Fund purchased \$214,000 worth of the Company's Class A Common Stock, at a price per share of \$2.50 per share, or 85,600 shares of Class A Common Stock (the "GLF Shares"). The GLF Private Placement Agreement contains customary representations, warranties, indemnification provisions and closing conditions. The provisions in the GLF Private Placement Agreement concerning registration rights and penalties, self-certification and refunds are identical to those provided in the GM Private Placement Agreement.

The Board of Directors believes the sales price of \$2.50 for each of the private placements to be in the best interests of the Company in light of its immediate need to generate the requisite capital to maintain Nasdaq's continued listing standards and for other general corporate purposes.

The foregoing is a summary description of certain terms of each of the GLF Private Placement Agreement, BOF Private Placement Agreement and the GM Private Placement Agreement. For a full description of all terms, please refer to each copy of the GLF Private Placement Agreement, BOF Private Placement Agreement and the GM Private Placement Agreement that are filed herewith as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 respectively, to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in "Item 1.01 Entry into a Material Definitive Agreement" relating to the GLF Private Placement Agreement, BOF Private Placement Agreement and the GM Private Placement Agreement are incorporated by reference herein in their entirety. The Company intends to issue the GM Shares, GLF Shares and the BOF Shares pursuant to the exemption from the registration requirements of the Securities Act, available under Section 4(a)(2) and/or Regulation D promulgated thereunder. Good Mood Studio, Blue Ocean Fund and Green Light Fund are "accredited investors" as such term is defined in Regulation D promulgated under the Securities Act.

Forward-Looking Statements

This current report contains "forward-looking statements" within the meaning of the U.S. federal securities laws. Forward-looking statements can be identified by words such as "projects," "may," "will," "could," "would," "should," "believes," "expects," "anticipates," "estimates," "intends," "plans," "potential," "promise" or similar references to future periods. Examples of forward-looking statements in this current report include, without limitation, statements regarding the Company's available options to resolve the deficiency and regain compliance with Nasdaq Listing Rule 5550(b)(1). Forward-looking statements are statements that are not historical facts nor assurances of future performance. Instead, they are based on the Company's current beliefs, expectations and assumptions regarding the future of its business, future plans, strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent risks and uncertainties, and actual results may differ materially from those set forth in the forward-looking statements. Important factors that could cause actual results to differ include, without limitation, that there can be no assurance that the Company will meet Nasdaq Listing Rule 5550(b)(1) during any compliance period or otherwise in the future, that there can be no assurance that the Company will otherwise meet Nasdaq compliance standards, that there can be no assurance that Nasdaq will grant the Company any relief from delisting as necessary or whether the Company can agree to or ultimately meet applicable Nasdaq requirements for any such relief, and the other important factors described under the caption "Risk Factors" in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") for the year ended December 31, 2023 and its other filings with the SEC. Any forward-looking statement made by the Company in this current report is based only on information currently available and speaks only as of the date on which it is made. Except as required by applicable law, the Company expressly disclaims any obligation to publicly update any forward-looking statements, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

The following exhibits are being filed herewith:

Exhibit Number	Description
10.1	Securities Subscription Agreement by and between Company and Green Light Fund, dated March 10, 2025
10.2	Securities Subscription Agreement by and between Company and Blue Ocean Fund, dated March 10, 2025
10.3	Securities Subscription Agreement by and between Company and Good Mood Studio, Inc., dated March 10, 2025
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: March 14, 2025

YOSHIHARU GLOBAL CO.

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



YOSHIHARU GLOBAL CO.

SUBSCRIBER: GREEN LIGHT FUNDRE: Securities Subscription Agreement

To whom it may concern:

This agreement (the "Agreement") is entered into effective March 10th, 2025 by and between Yoshiharu Global Co., a Delaware corporation (the "Company") and Green Light Fund. (the "Subscriber"). Pursuant to the terms hereof, the Company hereby accepts the offer the Subscriber has made to purchase \$214,000 worth of shares of the Company's Class A common stock \$0.0001 par value per share (the "Common Stock"), as described herein.

1. Purchase of Securities.

1.1. Purchase of Shares. For the sum of \$214,000, or \$2.50 per share of Common Stock by the payment by on the date of execution of this Agreement by wire of immediate funds to an account designed by the Company, the Company hereby agrees to issue 85,600 shares of Common Stock to the Subscriber, and the Subscriber hereby purchases the Shares from the Company on the terms and subject to the conditions set forth in this Agreement. Concurrently with the Subscriber's execution of this Agreement, the Company shall, at its option, deliver to the Subscriber a certificate registered in the Subscriber's name representing the shares (the "Original Certificate"), or effect such delivery in book-entry form.

2. Deliveries.

2.1. Subscriber's Deliveries. On or prior to the date first written above, Subscriber shall deliver or cause to be delivered to the Company a duly executed copy of the investor questionnaire, attached hereto as Exhibit A to this Agreement (the "Investor Questionnaire"). In addition, on or prior to the date hereof, Subscriber has paid the Purchase Price as provided in Section 1.1.

3. Representations, Warranties and Agreements.

3.1. Subscriber's Representations, Warranties and Agreements. To induce the Company to issue the Shares to the Subscriber, the Subscriber hereby represents and warrants to the Company and agrees with the Company as follows:

3.1.1. No Government Recommendation or Approval. The Subscriber understands that no federal or state agency has passed upon or made any recommendation or endorsement of the offering of the Shares.

3.1.2. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Subscriber of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) the formation and governing documents of the Subscriber, (ii) any agreement, indenture or instrument to which the Subscriber is a party or (iii) any law, statute, rule or regulation to which the Subscriber is subject, or any agreement, order, judgment or decree to which the Subscriber is subject.

3.1.3. Organization and Authority. The Subscriber is a natural person or an entity who (or which) possesses all requisite power and authority necessary to carry out the transactions contemplated by this Agreement. Upon execution and delivery by the Subscriber, this Agreement is a legal, valid and binding agreement of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.1.4. Experience, Financial Capability and Suitability. Subscriber is: (i) sophisticated in financial matters and is able to evaluate the risks and benefits of the investment in the Shares and (ii) able to bear the economic risk of its investment in the Shares for an indefinite period of time because the Shares have not been registered under the Securities Act (as defined below) and therefore cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Subscriber is capable of evaluating the merits and risks of

its investment in the Company and has the capacity to protect its own interests. Subscriber must bear the economic risk of this investment until the Shares are sold pursuant to: (i) an effective registration statement under the Securities Act or (ii) an exemption from registration available with respect to such sale. Subscriber is able to bear the economic risks of an investment in the Shares and to afford a complete loss of Subscriber's investment in the Shares.

3.1.5. Access to Information; Independent Investigation; No Conflicts. Subscriber acknowledges that, prior to executing this Agreement, Subscriber has had the opportunity to ask questions of and receive answers from representatives of the Company concerning an investment in the Company, as well as the finances, operations, business, and prospects of the Company. Subscriber has also had the opportunity to obtain additional information to verify the accuracy of all information so obtained. In determining whether to make this investment, Subscriber has relied solely on Subscriber's own knowledge and understanding of the Company and its business based upon Subscriber's due diligence investigation and the information furnished pursuant to this paragraph. Subscriber understands that no person has been authorized to provide any information or make any representations other than those furnished pursuant to this paragraph, and Subscriber has not relied on any other representations or information, whether written or oral, relating to the Company, its operations, and/or its prospects.

Furthermore, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein do not violate, conflict with, or constitute a default under (i) the Certificate of Incorporation or Bylaws of the Company, (ii) any agreement, indenture, or instrument to which the Company is a party, or (iii) any law, statute, rule, or regulation to which the Company is subject, or any agreement, order, judgment, or decree to which the Company is subject.

3.1.6. Regulation D Offering. Subscriber represents that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act") and acknowledges the sale contemplated hereby may be made in reliance on a private placement exemption to "accredited investors" within the meaning of Section 501(a) of Regulation D under the Securities Act or similar exemptions under state law.

3.1.7. Investment Purposes. The Subscriber is purchasing the Shares solely for investment purposes, for the Subscriber's own account and not for the account or benefit of any other person, and not with a view towards the distribution or dissemination thereof. The Subscriber did not decide to enter into this Agreement as a result of any general solicitation or general advertising within the meaning of Rule 502 under the Securities Act.

3.1.8. Restrictions on Transfer. Subscriber understands the Shares are being offered and sold in a transaction not involving a public offering within the meaning of the Securities Act (including, without limitation, Section 4(a)(2) and/or Regulation 506(b)). Subscriber understands the Shares will be "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and Subscriber understands that the certificates or book-entries representing the Shares will contain a legend in respect of such restrictions. If in the future the Subscriber decides to offer, resell, pledge or otherwise transfer the Shares, such Shares may be offered, resold, pledged or otherwise transferred only pursuant to: (i) registration under the Securities Act, or (ii) an available exemption from registration. Subscriber agrees that if any transfer of its Shares or any interest therein is proposed to be made, as a condition precedent to any such transfer, Subscriber may be required to deliver to the Company an opinion of counsel satisfactory to the Company. Absent registration or an exemption, the Subscriber agrees not to resell the Shares.

3.1.9. No Governmental Consents. No governmental, administrative or other third party consents or approvals are required, necessary or appropriate on the part of Subscriber in connection with the transactions contemplated by this Agreement.

3.2. Company's Representations, Warranties and Agreements. To induce the Subscriber to purchase the Shares, the Company hereby represents and warrants to the Subscriber and agrees with the Subscriber as follows:

3.2.1. Organization and Corporate Power. The Company is a Delaware corporation and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the financial condition, operating results or assets of the Company. The Company possesses all requisite corporate power and authority necessary to carry out the transactions contemplated by this Agreement.

3.2.2. Title to Securities. Upon issuance in accordance with, and payment pursuant to, the terms hereof, the Shares will be duly and validly issued, fully paid and nonassessable. Upon issuance in accordance with, and

payment pursuant to the terms hereof, the Subscriber will have or receive good title to the Shares, free and clear of all liens, claims and encumbrances of any kind, other than (a) transfer restrictions hereunder and other agreements to which the Shares may be subject which have been notified to the Subscriber in writing, (b) transfer restrictions under federal and state securities laws, and (c) liens, claims or encumbrances imposed due to the actions of the Subscriber.

3.2.3. No Adverse Actions. There are no material actions, suits, investigations or proceedings pending, threatened against or affecting the Company which: (i) seek to restrain, enjoin, prevent the consummation of or otherwise affect the transactions contemplated by this Agreement or (ii) question the validity or legality of any transactions or seeks to recover damages or to obtain other relief in connection with any transactions.

4. Covenants.

4.1. Subscriber's Covenants. To induce the Company to issue the Shares to the Subscriber, the Subscriber hereby covenants and agrees with the Company as follows:

4.1.1. Accredited Investor Verification. Subscriber shall deliver to Company a letter from its legal counsel verifying its status as an accredited investor as such term is defined in Rule 501(a) of Regulation D under the Securities Act, and such letter to be made in a form acceptable to Company and its counsel. If the Subscriber is a legal entity, it must qualify as an institutional accredited investor under Rule 501(a) of Regulation D, and shall provide necessary documentation. Alternatively, the Company may accept the completion and submission of Exhibit A (Investor Questionnaire) attached to this Agreement as sufficient verification of the Subscriber's accredited investor status, provided that all responses therein are true, accurate, and complete to the best knowledge of the Subscriber.

5. Restrictions on Transfer.

5.1. Securities Law Restrictions. Subscriber agrees not to sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of the Shares unless, prior thereto (a) he/she/it has received prior written consent of the Company, (b) a registration statement on the appropriate form under the Securities Act and applicable state securities laws with respect to the Shares proposed to be transferred shall then be effective or (c) the Company has received an opinion from counsel reasonably satisfactory to the Company, that such registration is not required because such transaction is exempt from registration under the Securities Act and the rules promulgated by the Securities and Exchange Commission thereunder and with all applicable state securities laws.

5.2. Restrictive Legends. Any certificates representing the Shares shall have endorsed thereon legends substantially as follows:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL, IS AVAILABLE."

5.3. Additional Shares or Substituted Securities. In the event of the declaration of a share dividend, the declaration of an extraordinary dividend payable in a form other than Shares, a spin-off, a share split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding Shares without receipt of consideration, any new, substituted or additional securities or other property which are by reason of such transaction distributed with respect to any Shares or into which such Shares thereby become convertible shall immediately be subject to this Section 6 and Section 3. Appropriate adjustments to reflect the distribution of such securities or property shall be made to the number and/or class of Shares subject to this Section 6 and Section 3.

5.5. Registration Rights. Subscriber acknowledges that the Shares are being purchased pursuant to an exemption from the registration requirements of the Securities Act and will become freely tradable only after certain conditions are met

5.6. Mandatory Registration. The Company shall, within thirty (30) calendar days from the date of its filing of the annual report on Form 10-K with the SEC, file with the SEC an initial Registration Statement covering the maximum number of Registrable Securities as shall be permitted to be included thereon in accordance with

applicable SEC rules, regulations, and interpretations, so as to permit the resale of such Registrable Securities by the Subscriber

5.7. General Solicitation. Subscriber and Company acknowledge that this offering does not allow, contemplate nor was made pursuant to a general solicitation or advertising under the meaning of Rule 506(b) of Regulation D under the Securities Act.

6. Other Agreements.

6.1. Further Assurances. Subscriber agrees to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

6.2. Notices. All notices, statements or other documents which are required or contemplated by this Agreement shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, and (ii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

6.3. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Subscriber and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

6.4. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

6.5. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

6.6. Assignment. The rights and obligations under this Agreement may not be assigned by either party hereto without the prior written consent of the other party.

6.7. Benefit. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

6.8. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of California, without giving effect to the conflict of law principles thereof.

6.9. Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unreasonable or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

6.10. No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right,

power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

6.11. Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof and any investigations made by or on behalf of the parties.

6.12. No Broker or Finder. Each of the parties hereto represents and warrants to the other that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the other. Each of the parties hereto agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.

6.13. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

6.14. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

6.15. Construction. The parties agree that this Agreement is the product of negotiations between sophisticated persons, both of whom were (or had the opportunity to be) represented by counsel, and each of whom had an opportunity to participate in, and did participate in, the drafting of each provision hereof. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant.

6.16. Mutual Drafting. This Agreement is the joint product of the Subscriber and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

7. Additional Provisions

7.1. Indemnification. Each party shall indemnify the other against any loss, cost or damages (including reasonable attorney's fees and expenses) incurred as a result of such party's breach of any representation, warranty, covenant or agreement in this Agreement.

7.2. SEC Registration Deadline and Delay Notification. The Company shall submit an SEC registration application within thirty (30) calendar days following the filing of the Company's annual report on Form 10-K with the SEC for the fiscal year ending December 31, 2024. If the Company fails to file the registration by this deadline, it shall provide written notice to the Subscriber within five (5) business days, detailing the reason for the delay and the expected timeline for submission.

7.3. Investor Rights in Case of SEC Registration Failure or Delay. In the event that the Company fails to submit the registration application within the timeline specified in Section 7.2, or if the registration is ultimately denied, withdrawn, or not declared effective by the SEC within 120 days from the filing date, the Subscriber shall have the sole discretion to either:

7.3.1. require the Company to assist the Subscriber in filing for an exemption under Rule 144 or other applicable SEC regulations to remove transfer restrictions, or, if such exemption is unavailable, demand the Company to repurchase the Shares at the original purchase price (\$214,000); or

7.3.2. demand a full refund of the Subscription Amount (\$214,000), subject to the Company's financial capability as verified by an independent audit conducted within 15 days of the demand.

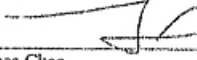
7.4. Interest on Delayed Refund. The Company shall be obligated to process and complete the refund within thirty (30) calendar days from the date the Subscriber exercises the right under Section 7.3.2. If the Company fails to remit the refund within this period, the outstanding amount shall accrue interest at an annual rate of eight percent (8%) until fully paid.

[Signature Page Follows]

If the foregoing accurately sets forth our understanding and agreement, please sign the enclosed copy of this Agreement and return it to us.

Very truly yours,

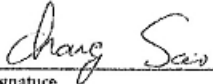
YOSHIIHARU GLOBAL, CO.

By: 
Name: James Chae
Title: Chief Executive Officer

Notice Address: _____

Accepted and agreed as of the date first written above.

GREEN LIGHT FUND


Signature

Choi, Changsu, Representative.
Print Name, Title

Notice Address: 6F-681, 6-9, Tacheeran-ro 25-gil, Gangnam-gu, Seoul, Republic of Korea

YOSHIHARU GLOBAL CO.

SUBSCRIBER: BLUE OCEAN FUND

RE: Securities Subscription Agreement

To whom it may concern:

This agreement (the "**Agreement**") is entered into effective March 10th, 2025 by and between Yoshiharu Global Co., a Delaware corporation (the "**Company**") and Blue ocean Fund. (the "**Subscriber**"). Pursuant to the terms hereof, the Company hereby accepts the offer the Subscriber has made to purchase \$300,000 worth of shares of the Company's Class A common stock \$0.0001 par value per share (the "**Common Stock**"), as described herein.

1. Purchase of Securities.

1.1. Purchase of Shares. For the sum of \$300,000, or \$2.50 per share of Common Stock by the payment by on the date of execution of this Agreement by wire of immediate funds to an account designed by the Company, the Company hereby agrees to issue 120,000 shares of Common Stock to the Subscriber, and the Subscriber hereby purchases the Shares from the Company on the terms and subject to the conditions set forth in this Agreement. Concurrently with the Subscriber's execution of this Agreement, the Company shall, at its option, deliver to the Subscriber a certificate registered in the Subscriber's name representing the shares (the "**Original Certificate**"), or effect such delivery in book-entry form.

2. Deliveries.

2.1. Subscriber's Deliveries. On or prior to the date first written above, Subscriber shall deliver or cause to be delivered to the Company a duly executed copy of the investor questionnaire, attached hereto as Exhibit A to this Agreement (the "**Investor Questionnaire**"). In addition, on or prior to the date hereof, Subscriber has paid the Purchase Price as provided in Section 1.1.

3. Representations, Warranties and Agreements.

3.1. Subscriber's Representations, Warranties and Agreements. To induce the Company to issue the Shares to the Subscriber, the Subscriber hereby represents and warrants to the Company and agrees with the Company as follows:

3.1.1. No Government Recommendation or Approval. The Subscriber understands that no federal or state agency has passed upon or made any recommendation or endorsement of the offering of the Shares.

3.1.2. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Subscriber of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) the formation and governing documents of the Subscriber, (ii) any agreement, indenture or instrument to which the Subscriber is a party or (iii) any law, statute, rule or regulation to which the Subscriber is subject, or any agreement, order, judgment or decree to which the Subscriber is subject.

3.1.3. Organization and Authority. The Subscriber is a natural person or an entity who (or which) possesses all requisite power and authority necessary to carry out the transactions contemplated by this Agreement. Upon execution and delivery by the Subscriber, this Agreement is a legal, valid and binding agreement of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.1.4. Experience, Financial Capability and Suitability. Subscriber is: (i) sophisticated in financial matters and is able to evaluate the risks and benefits of the investment in the Shares and (ii) able to bear the economic risk of its investment in the Shares for an indefinite period of time because the Shares have not been registered under the Securities Act (as defined below) and therefore cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Subscriber is capable of evaluating the merits and risks of

its investment in the Company and has the capacity to protect its own interests. Subscriber must bear the economic risk of this investment until the Shares are sold pursuant to: (i) an effective registration statement under the Securities Act or (ii) an exemption from registration available with respect to such sale. Subscriber is able to bear the economic risks of an investment in the Shares and to afford a complete loss of Subscriber's investment in the Shares.

3.1.5. Access to Information; Independent Investigation; No Conflicts. Subscriber acknowledges that, prior to executing this Agreement, Subscriber has had the opportunity to ask questions of and receive answers from representatives of the Company concerning an investment in the Company, as well as the finances, operations, business, and prospects of the Company. Subscriber has also had the opportunity to obtain additional information to verify the accuracy of all information so obtained. In determining whether to make this investment, Subscriber has relied solely on Subscriber's own knowledge and understanding of the Company and its business based upon Subscriber's due diligence investigation and the information furnished pursuant to this paragraph. Subscriber understands that no person has been authorized to provide any information or make any representations other than those furnished pursuant to this paragraph, and Subscriber has not relied on any other representations or information, whether written or oral, relating to the Company, its operations, and/or its prospects.

Furthermore, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein do not violate, conflict with, or constitute a default under (i) the Certificate of Incorporation or Bylaws of the Company, (ii) any agreement, indenture, or instrument to which the Company is a party, or (iii) any law, statute, rule, or regulation to which the Company is subject, or any agreement, order, judgment, or decree to which the Company is subject.

3.1.6. Regulation D Offering. Subscriber represents that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act") and acknowledges the sale contemplated hereby may be made in reliance on a private placement exemption to "accredited investors" within the meaning of Section 501(a) of Regulation D under the Securities Act or similar exemptions under state law.

3.1.7. Investment Purposes. The Subscriber is purchasing the Shares solely for investment purposes, for the Subscriber's own account and not for the account or benefit of any other person, and not with a view towards the distribution or dissemination thereof. The Subscriber did not decide to enter into this Agreement as a result of any general solicitation or general advertising within the meaning of Rule 502 under the Securities Act.

3.1.8. Restrictions on Transfer. Subscriber understands the Shares are being offered and sold in a transaction not involving a public offering within the meaning of the Securities Act (including, without limitation, Section 4(a)(2) and/or Regulation 506(b)). Subscriber understands the Shares will be "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and Subscriber understands that the certificates or book-entries representing the Shares will contain a legend in respect of such restrictions. If in the future the Subscriber decides to offer, resell, pledge or otherwise transfer the Shares, such Shares may be offered, resold, pledged or otherwise transferred only pursuant to: (i) registration under the Securities Act, or (ii) an available exemption from registration. Subscriber agrees that if any transfer of its Shares or any interest therein is proposed to be made, as a condition precedent to any such transfer, Subscriber may be required to deliver to the Company an opinion of counsel satisfactory to the Company. Absent registration or an exemption, the Subscriber agrees not to resell the Shares.

3.1.9. No Governmental Consents. No governmental, administrative or other third party consents or approvals are required, necessary or appropriate on the part of Subscriber in connection with the transactions contemplated by this Agreement.

3.2. Company's Representations, Warranties and Agreements. To induce the Subscriber to purchase the Shares, the Company hereby represents and warrants to the Subscriber and agrees with the Subscriber as follows:

3.2.1. Organization and Corporate Power. The Company is a Delaware corporation and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the financial condition, operating results or assets of the Company. The Company possesses all requisite corporate power and authority necessary to carry out the transactions contemplated by this Agreement.

3.2.2. Title to Securities. Upon issuance in accordance with, and payment pursuant to, the terms hereof, the Shares will be duly and validly issued, fully paid and nonassessable. Upon issuance in accordance with, and

payment pursuant to, the terms hereof, the Subscriber will have or receive good title to the Shares, free and clear of all liens, claims and encumbrances of any kind, other than (a) transfer restrictions hereunder and other agreements to which the Shares may be subject which have been notified to the Subscriber in writing, (b) transfer restrictions under federal and state securities laws, and (c) liens, claims or encumbrances imposed due to the actions of the Subscriber.

3.2.3. No Adverse Actions. There are no material actions, suits, investigations or proceedings pending, threatened against or affecting the Company which: (i) seek to restrain, enjoin, prevent the consummation of or otherwise affect the transactions contemplated by this Agreement or (ii) question the validity or legality of any transactions or seeks to recover damages or to obtain other relief in connection with any transactions.

4. Covenants.

4.1. Subscriber's Covenants. To induce the Company to issue the Shares to the Subscriber, the Subscriber hereby covenants and agrees with the Company as follows:

4.1.1. Accredited Investor Verification. Subscriber shall deliver to Company a letter from its legal counsel verifying its status as an accredited investor as such term is defined in Rule 501(a) of Regulation D under the Securities Act, and such letter to be made in a form acceptable to Company and its counsel. If the Subscriber is a legal entity, it must qualify as an institutional accredited investor under Rule 501(a) of Regulation D, and shall provide necessary documentation. Alternatively, the Company may accept the completion and submission of Exhibit A (Investor Questionnaire) attached to this Agreement as sufficient verification of the Subscriber's accredited investor status, provided that all responses therein are true, accurate, and complete to the best knowledge of the Subscriber.

5. Restrictions on Transfer.

5.1. Securities Law Restrictions. Subscriber agrees not to sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of the Shares unless, prior thereto (a) he/she/it has received prior written consent of the Company, (b) a registration statement on the appropriate form under the Securities Act and applicable state securities laws with respect to the Shares proposed to be transferred shall then be effective or (c) the Company has received an opinion from counsel reasonably satisfactory to the Company, that such registration is not required because such transaction is exempt from registration under the Securities Act and the rules promulgated by the Securities and Exchange Commission thereunder and with all applicable state securities laws.

5.2. Restrictive Legends. Any certificates representing the Shares shall have endorsed thereon legends substantially as follows:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL, IS AVAILABLE."

5.3. Additional Shares or Substituted Securities. In the event of the declaration of a share dividend, the declaration of an extraordinary dividend payable in a form other than Shares, a spin-off, a share split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding Shares without receipt of consideration, any new, substituted or additional securities or other property which are by reason of such transaction distributed with respect to any Shares or into which such Shares thereby become convertible shall immediately be subject to this Section 6 and Section 3. Appropriate adjustments to reflect the distribution of such securities or property shall be made to the number and/or class of Shares subject to this Section 6 and Section 3.

5.5. Registration Rights. Subscriber acknowledges that the Shares are being purchased pursuant to an exemption from the registration requirements of the Securities Act and will become freely tradable only after certain conditions are met.

5.6 Mandatory Registration. The Company shall, within thirty (30) calendar days from the date of its filing of the annual report on Form 10-K with the SEC, file with the SEC an initial Registration Statement covering the maximum number of Registrable Securities as shall be permitted to be included thereon in accordance with

applicable SEC rules, regulations, and interpretations, so as to permit the resale of such Registrable Securities by the Subscriber

5.7. General Solicitation. Subscriber and Company acknowledge that this offering does not allow, contemplate nor was made pursuant to a general solicitation or advertising under the meaning of Rule 506(b) of Regulation D under the Securities Act.

6. Other Agreements.

6.1. Further Assurances. Subscriber agrees to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

6.2. Notices. All notices, statements or other documents which are required or contemplated by this Agreement shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, and (ii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

6.3. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Subscriber and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

6.4. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

6.5. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

6.6. Assignment. The rights and obligations under this Agreement may not be assigned by either party hereto without the prior written consent of the other party.

6.7. Benefit. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

6.8. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of California, without giving effect to the conflict of law principles thereof.

6.9. Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unreasonable or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

6.10. No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right,

power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

6.11. Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof and any investigations made by or on behalf of the parties.

6.12. No Broker or Finder. Each of the parties hereto represents and warrants to the other that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the other. Each of the parties hereto agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.

6.13. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

6.14. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

6.15. Construction. The parties agree that this Agreement is the product of negotiations between sophisticated persons, both of whom were (or had the opportunity to be) represented by counsel, and each of whom had an opportunity to participate in, and did participate in, the drafting of each provision hereof. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant.

6.16. Mutual Drafting. This Agreement is the joint product of the Subscriber and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

7. Additional Provisions

7.1 Indemnification. Each party shall indemnify the other against any loss, cost or damages (including reasonable attorney's fees and expenses) incurred as a result of such party's breach of any representation, warranty, covenant or agreement in this Agreement.

7.2. SEC Registration Deadline and Delay Notification. The Company shall submit an SEC registration application within thirty (30) calendar days following the filing of the Company's annual report on Form 10-K with the SEC for the fiscal year ending December 31, 2024. If the Company fails to file the registration by this deadline, it shall provide written notice to the Subscriber within five (5) business days, detailing the reason for the delay and the expected timeline for submission.

7.3. Investor Rights in Case of SEC Registration Failure or Delay. In the event that the Company fails to submit the registration application within the timeline specified in Section 7.2, or if the registration is ultimately denied, withdrawn, or not declared effective by the SEC within 120 days from the filing date, the Subscriber shall have the sole discretion to either:

7.3.1. require the Company to assist the Subscriber in filing for an exemption under Rule 144 or other applicable SEC regulations to remove transfer restrictions, or, if such exemption is unavailable, demand the Company to repurchase the Shares at the original purchase price (\$300,000); or

7.3.2. demand a full refund of the Subscription Amount (\$300,000), subject to the Company's financial capability as verified by an independent audit conducted within 15 days of the demand.

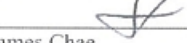
7.4. Interest on Delayed Refund. The Company shall be obligated to process and complete the refund within thirty (30) calendar days from the date the Subscriber exercises the right under Section 7.3.2. If the Company fails to remit the refund within this period, the outstanding amount shall accrue interest at an annual rate of eight percent (8%) until fully paid.

[Signature Page Follows]

If the foregoing accurately sets forth our understanding and agreement, please sign the enclosed copy of this Agreement and return it to us.

Very truly yours,

YOSHIHARU GLOBAL, CO.

By 
Name: James Chae
Title: Chief Executive Officer

Notice Address: _____

Accepted and agreed as of the date first written above.

BLUE OCEAN FUND


Signature

Hyeon, Jaeseon, Representative.
Print Name, Title

Notice Address: 4F-485, 6-9, Taeheran-ro 25-gil, Gangnam-gu, Seoul, Republic of Korea

YOSHIHARU GLOBAL CO.

SUBSCRIBER: Good Mood Studio Inc.

RE: Securities Subscription Agreement

To whom it may concern:

This agreement (the "**Agreement**") is entered into effective March 10th, 2025 by and between Yoshiharu Global Co., a Delaware corporation (the "**Company**") and Good Mood Studio Inc. (the "**Subscriber**"). Pursuant to the terms hereof, the Company hereby accepts the offer the Subscriber has made to purchase \$200,000 worth of shares of the Company's Class A common stock \$0.0001 par value per share (the "**Common Stock**"), as described herein.

1. Purchase of Securities.

1.1. Purchase of Shares. For the sum of \$200,000, or \$2.50 per share of Common Stock by the payment by on the date of execution of this Agreement by wire of immediate funds to an account designed by the Company, the Company hereby agrees to issue 80,000 shares of Common Stock to the Subscriber, and the Subscriber hereby purchases the Shares from the Company on the terms and subject to the conditions set forth in this Agreement. Concurrently with the Subscriber's execution of this Agreement, the Company shall, at its option, deliver to the Subscriber a certificate registered in the Subscriber's name representing the shares (the "**Original Certificate**"), or effect such delivery in book-entry form.

2. Deliveries.

2.1. Subscriber's Deliveries. On or prior to the date first written above, Subscriber shall deliver or cause to be delivered to the Company a duly executed copy of the investor questionnaire, attached hereto as Exhibit A to this Agreement (the "**Investor Questionnaire**"). In addition, on or prior to the date hereof, Subscriber has paid the Purchase Price as provided in Section 1.1.

3. Representations, Warranties and Agreements.

3.1. Subscriber's Representations, Warranties and Agreements. To induce the Company to issue the Shares to the Subscriber, the Subscriber hereby represents and warrants to the Company and agrees with the Company as follows:

3.1.1. No Government Recommendation or Approval. The Subscriber understands that no federal or state agency has passed upon or made any recommendation or endorsement of the offering of the Shares.

3.1.2. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Subscriber of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) the formation and governing documents of the Subscriber, (ii) any agreement, indenture or instrument to which the Subscriber is a party or (iii) any law, statute, rule or regulation to which the Subscriber is subject, or any agreement, order, judgment or decree to which the Subscriber is subject.

3.1.3. Organization and Authority. The Subscriber is a natural person or an entity who (or which) possesses all requisite power and authority necessary to carry out the transactions contemplated by this Agreement. Upon execution and delivery by the Subscriber, this Agreement is a legal, valid and binding agreement of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.1.4. Experience, Financial Capability and Suitability. Subscriber is: (i) sophisticated in financial matters and is able to evaluate the risks and benefits of the investment in the Shares and (ii) able to bear the economic risk of its investment in the Shares for an indefinite period of time because the Shares have not been registered under the Securities Act (as defined below) and therefore cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Subscriber is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Subscriber must bear the economic risk

of this investment until the Shares are sold pursuant to: (i) an effective registration statement under the Securities Act or (ii) an exemption from registration available with respect to such sale. Subscriber is able to bear the economic risks of an investment in the Shares and to afford a complete loss of Subscriber's investment in the Shares.

3.1.5. Access to Information; Independent Investigation; No Conflicts. Subscriber acknowledges that, prior to executing this Agreement, Subscriber has had the opportunity to ask questions of and receive answers from representatives of the Company concerning an investment in the Company, as well as the finances, operations, business, and prospects of the Company. Subscriber has also had the opportunity to obtain additional information to verify the accuracy of all information so obtained. In determining whether to make this investment, Subscriber has relied solely on Subscriber's own knowledge and understanding of the Company and its business based upon Subscriber's due diligence investigation and the information furnished pursuant to this paragraph. Subscriber understands that no person has been authorized to provide any information or make any representations other than those furnished pursuant to this paragraph, and Subscriber has not relied on any other representations or information, whether written or oral, relating to the Company, its operations, and/or its prospects.

Furthermore, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein do not violate, conflict with, or constitute a default under (i) the Certificate of Incorporation or Bylaws of the Company, (ii) any agreement, indenture, or instrument to which the Company is a party, or (iii) any law, statute, rule, or regulation to which the Company is subject, or any agreement, order, judgment, or decree to which the Company is subject.

3.1.6. Regulation D Offering. Subscriber represents that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**") and acknowledges the sale contemplated hereby may be made in reliance on a private placement exemption to "accredited investors" within the meaning of Section 501(a) of Regulation D under the Securities Act or similar exemptions under state law.

3.1.7. Investment Purposes. The Subscriber is purchasing the Shares solely for investment purposes, for the Subscriber's own account and not for the account or benefit of any other person, and not with a view towards the distribution or dissemination thereof. The Subscriber did not decide to enter into this Agreement as a result of any general solicitation or general advertising within the meaning of Rule 502 under the Securities Act.

3.1.8. Restrictions on Transfer. Subscriber understands the Shares are being offered and sold in a transaction not involving a public offering within the meaning of the Securities Act (including, without limitation, Section 4(a)(2) and/or Regulation 506(b)). Subscriber understands the Shares will be "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and Subscriber understands that the certificates or book-entries representing the Shares will contain a legend in respect of such restrictions. If in the future the Subscriber decides to offer, resell, pledge or otherwise transfer the Shares, such Shares may be offered, resold, pledged or otherwise transferred only pursuant to: (i) registration under the Securities Act, or (ii) an available exemption from registration. Subscriber agrees that if any transfer of its Shares or any interest therein is proposed to be made, as a condition precedent to any such transfer, Subscriber may be required to deliver to the Company an opinion of counsel satisfactory to the Company. Absent registration or an exemption, the Subscriber agrees not to resell the Shares.

3.1.9. No Governmental Consents. No governmental, administrative or other third party consents or approvals are required, necessary or appropriate on the part of Subscriber in connection with the transactions contemplated by this Agreement.

3.2. Company's Representations, Warranties and Agreements. To induce the Subscriber to purchase the Shares, the Company hereby represents and warrants to the Subscriber and agrees with the Subscriber as follows:

3.2.1. Organization and Corporate Power. The Company is a Delaware corporation and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the financial condition, operating results or assets of the Company. The Company possesses all requisite corporate power and authority necessary to carry out the transactions contemplated by this Agreement.

3.2.2. Title to Securities. Upon issuance in accordance with, and payment pursuant to, the terms hereof, the Shares will be duly and validly issued, fully paid and nonassessable. Upon issuance in accordance with, and payment pursuant to, the terms hereof, the Subscriber will have or receive good title to the Shares, free and clear of all liens, claims and encumbrances of any kind, other than (a) transfer restrictions hereunder and other agreements to which the Shares may be subject which have been notified to the Subscriber in writing, (b) transfer restrictions under federal and state securities laws, and (c) liens, claims or encumbrances imposed due to the actions of the Subscriber.

3.2.3. No Adverse Actions. There are no material actions, suits, investigations or proceedings pending, threatened against or affecting the Company which: (i) seek to restrain, enjoin, prevent the consummation of or otherwise affect the transactions contemplated by this Agreement or (ii) question the validity or legality of any transactions or seeks to recover damages or to obtain other relief in connection with any transactions.

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4.1. Subscriber's Covenants. To induce the Company to issue the Shares to the Subscriber, the Subscriber hereby covenants and agrees with the Company as follows:

4.1.1. Accredited Investor Verification. Subscriber shall deliver to Company a letter from its legal counsel verifying its status as an accredited investor as such term is defined in Rule 501(a) of Regulation D under the Securities Act, and such letter to be made in a form acceptable to Company and its counsel. If the Subscriber is a legal entity, it must qualify as an institutional accredited investor under Rule 501(a) of Regulation D, and shall provide necessary documentation. Alternatively, the Company may accept the completion and submission of Exhibit A (Investor Questionnaire) attached to this Agreement as sufficient verification of the Subscriber's accredited investor status, provided that all responses therein are true, accurate, and complete to the best knowledge of the Subscriber.

5. Restrictions on Transfer.

5.1. Securities Law Restrictions. Subscriber agrees not to sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of the Shares unless, prior thereto (a) he/she/it has received prior written consent of the Company, (b) a registration statement on the appropriate form under the Securities Act and applicable state securities laws with respect to the Shares proposed to be transferred shall then be effective or (c) the Company has received an opinion from counsel reasonably satisfactory to the Company, that such registration is not required because such transaction is exempt from registration under the Securities Act and the rules promulgated by the Securities and Exchange Commission thereunder and with all applicable state securities laws.

5.2. Restrictive Legends. Any certificates representing the Shares shall have endorsed thereon legends substantially as follows:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL, IS AVAILABLE."

5.3. Additional Shares or Substituted Securities. In the event of the declaration of a share dividend, the declaration of an extraordinary dividend payable in a form other than Shares, a spin-off, a share split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company's outstanding Shares without receipt of consideration, any new, substituted or additional securities or other property which are by reason of such transaction distributed with respect to any Shares or into which such Shares thereby become convertible shall immediately be subject to this Section 6 and Section 3. Appropriate adjustments to reflect the distribution of such securities or property shall be made to the number and/or class of Shares subject to this Section 6 and Section 3.

5.5. Registration Rights. Subscriber acknowledges that the Shares are being purchased pursuant to an exemption from the registration requirements of the Securities Act and will become freely tradable only after certain conditions are met.

5.6. Mandatory Registration. The Company shall, within thirty (30) calendar days from the date of its filing of the annual report on Form 10-K with the SEC, file with the SEC an initial Registration Statement covering the maximum number of Registrable Securities as shall be permitted to be included thereon in accordance with applicable SEC rules, regulations, and interpretations, so as to permit the resale of such Registrable Securities by the Subscriber

5.7. General Solicitation. Subscriber and Company acknowledge that this offering does not allow, contemplate nor was made pursuant to a general solicitation or advertising under the meaning of Rule 506(b) of Regulation D under the Securities Act.

6. Other Agreements.

6.1. Further Assurances. Subscriber agrees to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

6.2. Notices. All notices, statements or other documents which are required or contemplated by this Agreement shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, and (ii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

6.3. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Subscriber and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

6.4. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

6.5. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

6.6. Assignment. The rights and obligations under this Agreement may not be assigned by either party hereto without the prior written consent of the other party.

6.7. Benefit. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

6.8. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of California, without giving effect to the conflict of law principles thereof.

6.9. Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unreasonable or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

6.10. No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

6.11. Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof and any investigations made by or on behalf of the parties.

6.12. No Broker or Finder. Each of the parties hereto represents and warrants to the other that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the other. Each of the parties hereto agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.

6.13. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

6.14. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

6.15. Construction. The parties agree that this Agreement is the product of negotiations between sophisticated persons, both of whom were (or had the opportunity to be) represented by counsel, and each of whom had an opportunity to participate in, and did participate in, the drafting of each provision hereof. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant.

6.16. Mutual Drafting. This Agreement is the joint product of the Subscriber and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

7. Additional Provisions

7.1 Indemnification. Each party shall indemnify the other against any loss, cost or damages (including reasonable attorney's fees and expenses) incurred as a result of such party's breach of any representation, warranty, covenant or agreement in this Agreement.

7.2. SEC Registration Deadline and Delay Notification. The Company shall submit an SEC registration application within thirty (30) calendar days following the filing of the Company's annual report on Form 10-K with the SEC for the fiscal year ending December 31, 2024. If the Company fails to file the registration by this deadline, it shall provide written notice to the Subscriber within five (5) business days, detailing the reason for the delay and the expected timeline for submission.

7.3. Investor Rights in Case of SEC Registration Failure or Delay. In the event that the Company fails to submit the registration application within the timeline specified in Section 7.2, or if the registration is ultimately denied, withdrawn, or not declared effective by the SEC within 120 days from the filing date, the Subscriber shall have the sole discretion to either:

7.3.1. require the Company to assist the Subscriber in filing for an exemption under Rule 144 or other applicable SEC regulations to remove transfer restrictions, or, if such exemption is unavailable, demand the Company to repurchase the Shares at the original purchase price (\$200,000); or

7.3.2. demand a full refund of the Subscription Amount (\$200,000), subject to the Company's financial capability as verified by an independent audit conducted within 15 days of the demand.

7.4. Interest on Delayed Refund. The Company shall be obligated to process and complete the refund within thirty (30) calendar days from the date the Subscriber exercises the right under Section 7.3.2. If the Company fails to remit the refund within this period, the outstanding amount shall accrue interest at an annual rate of eight percent (8%) until fully paid.

[Signature Page Follows]

If the foregoing accurately sets forth our understanding and agreement, please sign the enclosed copy of this Agreement and return it to us.

Very truly yours,

YOSHIHARU GLOBAL, CO.



By: _____

Name: James Chae

Title: Chief Executive Officer

Notice Address: _____

Accepted and agreed as of the date first written above.

GOOD MOOD STUDIO INC.



Signature

Kyungjun Lee, CEO
Print Name, Title

Notice Address: 18206 Imperial Hwy Ste 101, Yorba Linda, CA 92886