

**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 17, 2026

**Vestand Inc.**

(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.)

**104 Apple Blossom Cir.**

**Brea, CA 92821**

(Address of principal executive offices and zip code)

**(562) 727-7045**

(Registrant's telephone number, including area code)

**Yoshiharu Global Co.**

(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	VSTD	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 Current Report on Form 8-K was inadvertently filed late. When the inadvertent lapse in filing was determined, the Company promptly filed this Current Report on Form 8-K.

**Item 1.01 Entry into a Material Definitive Agreement.**

On March 17, 2026, Vestand Inc. (the "Company"), entered into a Loan Agreement (the "Loan Agreement") with Good Mood Studio Inc., a California corporation (the "Lender") pursuant to which the Lender agreed to lend the Company the principal amount of \$200,000 (the "Loan").

The Loan bears interest at a rate of 16% per annum, calculated on a simple interest basis and on the basis of the actual number of days elapsed over a 365-day year. Interest on the Loan began accruing from the date the Loan was disbursed to the Company. The Loan Agreement provides that any overdue amount shall bear interest at a rate of 18% per annum from the due date until paid in full.

The Company is required to repay the Loan in full, together with all accrued interest, by September 16, 2026. The Loan is secured by 100% of the equity interest held by the Company in Vestand Korea Co., Ltd, including all rights, dividends, distributions, and proceeds related thereto (the "Collateral"). The Loan Agreement precludes the Company from pledging, assigning, transferring, or otherwise encumbering the Collateral without the prior written consent of the Lender. The Lender may also take any action reasonably

necessary to protect its rights in the Collateral. Upon the occurrence of an Event of Default (as provided in the Loan Agreement), the Lender has the right, without further notice, to: (i) take ownership of the Collateral, (ii) sell, transfer, or otherwise dispose of the Collateral, (iii) exercise all voting and economic rights associated with the Collateral; and apply the proceeds thereof toward the repayment of the Loan.

The Company agreed to use the Loan solely for general corporate and operating purposes.

The foregoing description of the Loan Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Loan Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

**Item 2.03. Creation of a Direct Financial Obligations or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 above is hereby incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits**

**(d) Exhibits**

**Exhibit No. Description**

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10.1 [Loan Agreement dated March 17, 2026, between Vestand Inc. and Good Mood Studio Inc.](#)  
104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**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: May 28, 2026

**VESTAND INC.**

By: /s/ Jiwon Kim  
Name: Jiwon Kim  
Title: Chief Executive Officer

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**LOAN AGREEMENT**

This Loan Agreement (this “Agreement”) is entered into as of March 17, 2026 (the “Effective Date”),

BY AND BETWEEN

**Good Mood Studio Inc.,**

a company duly organized and existing under the laws of California  
 (“Lender”),

AND

**Vestand Inc.,**

a corporation duly incorporated and existing under the laws of the State of Delaware  
 (“Borrower”).

Lender and Borrower may be referred to individually as a “Party” and collectively as the “Parties.”

**1. LOAN AMOUNT AND DISBURSEMENT****1.1 Loan Amount**

Lender agrees to lend to Borrower, and Borrower agrees to borrow from Lender, the principal amount of **Two Hundred Thousand U.S. Dollars (USD \$200,000)** (the “Loan”).

**1.2 Disbursement Date**

The Loan shall be disbursed on March 17, 2026, by wire transfer or other immediately available funds to an account designated by Borrower.

**1.3 Interest Commencement Date**

Interest shall accrue from the date the Loan is actually disbursed to Borrower.

**2. INTEREST****2.1 Interest Rate**

The Loan shall bear interest at a rate of sixteen percent (16%) per annum, calculated on a simple interest basis.

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**2.2 Interest Calculation**

Interest shall be calculated on the basis of the actual number of days elapsed over a 365-day year.

**2.3 Payment of Interest**

All accrued interest shall be payable together with the repayment of the principal.

**3. MATURITY AND REPAYMENT****3.1 Maturity Date**

Borrower shall repay the Loan in full, together with all accrued interest, no later than six (6) months from the disbursement date, which shall be **September 16, 2026** (the “Maturity Date”).

**3.2 Method of Repayment**

Repayment shall be made in immediately available U.S. Dollars to an account designated by Lender.

**3.3 Prepayment**

Borrower may prepay all or any portion of the Loan at any time prior to the Maturity Date without penalty.

In the event of prepayment, interest shall accrue only up to the actual date of repayment.

**4. USE OF PROCEEDS**

Borrower shall use the Loan solely for general corporate and operating purposes.

**5. EVENTS OF DEFAULT**

Each of the following shall constitute an Event of Default:

1. Failure by Borrower to pay any principal or interest when due
2. Borrower becomes insolvent or unable to pay its debts as they become due
3. Commencement of bankruptcy, insolvency, liquidation, or similar proceedings by or against Borrower
4. Material breach of this Agreement by Borrower

Upon the occurrence of an Event of Default, Lender may declare all outstanding amounts immediately due and payable without further notice.

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## **6. SECURITY**

### **6.1 Collateral**

As security for the full and timely repayment of the Loan, including principal, interest, and any other obligations under this Agreement, the Loan shall be secured by one hundred percent (100%) of the equity interest in Vestand Korea Co., Ltd. owned by Borrower, including all rights, dividends, distributions, and proceeds related thereto (the "Collateral").

### **6.2 No Further Encumbrance**

Borrower shall not pledge, assign, transfer, or otherwise encumber the Collateral without the prior written consent of Lender.

### **6.3 Remedies Upon Default**

Upon the occurrence of an Event of Default, Lender shall have the right, without further notice:

- (a) to take ownership of the Collateral;
- (b) to sell, transfer, or otherwise dispose of the Collateral;
- (c) to exercise all voting and economic rights associated with the Collateral;

and apply the proceeds thereof toward the repayment of the Loan.

### **6.4 Protection of Rights**

Borrower agrees that Lender may take any actions reasonably necessary to protect its rights in the Collateral.

## **7. DEFAULT INTEREST**

Any overdue amount shall bear interest at a rate of eighteen percent (18%) per annum from the due date until paid in full.

## **8. ASSIGNMENT**

Borrower may not assign or transfer this Agreement or any of its obligations hereunder without the prior written consent of Lender.

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## **9. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles.

Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in **Orange County, California**.

## **10. MISCELLANEOUS**

### **10.1 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

### **10.2 Amendments**

Any amendment or modification of this Agreement shall be in writing and signed by both Parties.

### **10.3 Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

### **10.4 Arm's Length Transaction**

The Parties acknowledge and agree that this Agreement has been negotiated and entered into on an arm's length basis. Each Party confirms that the terms and conditions of this Agreement are fair and reasonable and are comparable to those that would be agreed upon between independent parties in similar circumstances.

Each Party further represents that it has had the opportunity to consult with its own legal and financial advisors prior to entering into this Agreement.

### **10.5 Corporate Purpose**

Borrower represents and warrants that the Loan is being obtained for legitimate corporate purposes and in the ordinary course of its business operations.

### **10.6 Compliance with Laws**

Each Party represents and warrants that the execution and performance of this Agreement does not violate any applicable laws, regulations, corporate governance rules, or contractual obligations applicable to such Party.

Each Party further represents that the transactions contemplated herein are lawful and conducted in compliance with all applicable laws and regulations.

### **10.7 Independent Decision**

Each Party confirms that it has independently evaluated this transaction and has entered into this Agreement based on its own business judgment and decision.

**10.8 No Control Relationship**

Nothing in this Agreement shall be deemed to create any partnership, joint venture, or control relationship between the Parties.

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**11. SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

**LENDER**

Good Mood Studio Inc.

By: /s/ Kyungjun Lee  
Name: Kyungjun Lee  
Title: CEO  
Date: March 17, 2026

**BORROWER**

VESTAND INC.

By: /s/ Ji Won Kim  
Name: Ji Won Kim  
Title: CEO  
Date: March 17, 2026

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