

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): April 9, 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 April 9, 2025, Yoshiharu Global Co., a Delaware corporation (the “Company”) entered into two new securities subscription agreements (the “Subscription Agreements”) with certain investors pursuant to which the investors purchased an aggregate of 400,000 additional warrants for an aggregate purchase price of \$1,000,000. The Subscription Agreements contain customary representations, warranties, and indemnification provisions and were entered into in reliance on self-certification as an accredited investor pursuant to Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”).

Each warrant is exercisable for one share of the Company’s Class A common stock, par value \$0.0001 per share (“Class A Common Stock”), at an exercise price of \$0.01 (the “Shares”) pursuant to the terms of the warrant agreement (the “Warrant Agreement”). Pursuant to the terms of the Warrant Agreement, in the event that the Company has not obtained stockholder approval, the Company may not issue upon exercise of the Warrants a number of shares of Common Stock, which, when aggregated with any shares of Common Stock issued pursuant to the subscription agreements executed contemporaneously between the Company and other investors or holders of Warrants (whether for Common Stock or Warrants) would equal twenty (20%) percent or more of the Common Stock or twenty (20%) percent or more of the voting power of the Company outstanding before the issuance (the “Requisite Stockholder Approval”).

Pursuant to the Subscription Agreements, 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 the investors within five (5) business days, detailing the reason for the delay and the expected timeline for submission.

The Subscription Agreements also provide that should the Company (i) 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 or (ii) fail to obtain the Requisite Stockholder Approval within 75 days from the date of the Subscription Agreements, the investors will have the option, in their sole discretion, to: (1) with respect to (i), 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 Shares, or, if such exemption is unavailable, demand the Company to repurchase the Warrants or underlying shares at the original purchase price; or (2) demand a full refund of the subscription amount, subject to the Company's financial capability as verified by an independent audit conducted within 15 days of the demand. The Subscription Agreements also state 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.

Subject to certain exceptions set forth in the Warrant Agreement (including while the Requisite Stockholder Approval is being obtained), in the event that the Company does not deliver the Shares upon the exercise of the Warrants, such investor may purchase shares in the open market and the Company shall, within five (5) Trading Days after the investor's request either (1) pay in cash to an amount equal to the total purchase price (including brokerage commissions, if any) for the shares of Common Stock that the investor purchased in open market transactions, at which point the Company's obligation to issue such the Shares shall terminate or (2) promptly honor its obligation to deliver to the investor or its designee such Shares or credit the investor's or its designee's balance account with DTC for such Shares and pay cash to the investor in an amount equal to investor's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased in the open market transactions, less the product of (A) the number of shares of Common Stock purchased in the, and (B) the Closing Sale Price of a share of Common Stock on the Exercise Date.

The Board of Directors believes the sales price of \$2.50 for each Warrant 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.

Capitalized terms not defined herein, have the meanings set forth in the Subscription Agreement.

The foregoing is a summary description of certain terms of the Subscription Agreements. For a full description of all terms, please refer to each of the Subscription Agreements 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 Subscription Agreements is incorporated by reference herein in their entirety. The Company intends to issue the Warrants pursuant to the exemption from the registration requirements of the Securities Act, available under Section 4(a)(2) and/or Regulation D promulgated thereunder. The investors 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, 2024 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	<a href="#">Securities Subscription Agreement with CSTCompany Germany GmbH dated April 9, 2025</a>
10.2	<a href="#">Securities Subscription Agreement with Daeboreum Co., Ltd. dated April 9, 2025</a>
104	Cover Page Interactive File (the cover page tags are 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: April 15, 2025

YOSHIHARU GLOBAL CO.

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



## YOSHIHARU GLOBAL CO.

SUBSCRIBER: CSTCompany German GmbHRE: Securities Subscription Agreement

To whom it may concern:

This agreement (the “**Agreement**”) is entered into effective April 9, 2025 by and between Yoshiharu Global Co., a Delaware corporation (the “**Company**”) and CSTCompany German GmbH (the “**Subscriber**”). Pursuant to the terms hereof, the Company hereby accepts the offer the Subscriber has made to purchase \$580,000 worth of warrants (the “**Warrants**”) which are exercisable for 232,000 shares of the Company’s Class A common stock \$0.0001 par value per share (the “**Common Stock**”), as described in the warrant agreement set forth as Exhibit A attached hereto (the “**Warrant Agreement**”).

1. Purchase of Securities.

1.1. Purchase of Shares. For the sum of \$580,000, or \$2.50 per each Warrant to purchase one (1) 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 232,000 Warrants to the Subscriber, and the Subscriber hereby purchases the Warrants 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 deliver the executed Warrant Agreement to the Subscriber.

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 Warrants 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 Warrants.

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).

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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 Warrants and the shares underlying the warrants and (ii) able to bear the economic risk of its investment in the Warrants for an indefinite period of time because neither the Warrants nor the underlying shares have 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 Warrant is exercised and the shares underlying the Warrants 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 Warrants and to afford a complete loss of Subscriber’s investment in the Warrants.

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 Warrants 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 Warrants 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 Warrants and the underlying 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 Warrants and underlying 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 Warrants or the shares underlying the Warrants, such Warrants and underlying shares may be offered, resold, pledged or otherwise transferred only pursuant to: (i) registration under the





7.3.2. demand a full refund of the Subscription Amount (\$580,000), 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]

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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: /s/ James Chae

Name: James Chae

Title: Chief Executive Officer

Notice Address: \_\_\_\_\_

Accepted and agreed as of the date first written above.

CSTCompany German GmbH

/s/ Jung Jae Yeon

Signature

Jung Jae Yeon, Representative

Print Name, Title

Notice Address:

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7.3.2. demand a full refund of the Subscription Amount (\$420,000), 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: /s/ James Chae

Name: James Chae

Title: Chief Executive Officer

Notice Address: \_\_\_\_\_

Accepted and agreed as of the date first written above.

Daeboreum Co., Ltd.

/s/ Jiwon Kim

Signature

Jiwon Kim, Representative

Print Name, Title

Notice Address:

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