



**FRANCHISE DISCLOSURE DOCUMENT
ACE SUSHI FRANCHISE CORPORATION**
A California Corporation
1447 West 178th Street, Suite 303
Gardena, California 90248
310-327-2223
www.acesushi.com

Ace Sushi Franchise Corporation grant franchises for the operation of Sushi Bar departments in grocery stores, supermarkets and other locations under the trade name "ACE SUSHI" which will offer fresh, healthy, high quality, raw and cooked sushi and other related Asian fusion food products for sale at competitive prices for eat-and-go and carry-out consumption.

We offer 3 franchise programs:

Single Unit Program. Under this program, you will sign a Franchise Agreement to operate a single Ace Sushi Bar. The total investment necessary to begin operations of one Ace Sushi Bar ranges from \$21,725 to \$69,382.38. This amount includes \$8,500 to \$47,787.38, which must be paid to the Franchisor or an affiliate.

Satellite Store Program. Under this program, we may also grant you the right to prepare sushi and related food products at your main Ace Sushi Bar for delivery to "Satellite Stores" in the general geographic vicinity of main Ace Sushi Bar. The total investment necessary to begin operations of one Ace Sushi Bar and one Satellite Store ranges from \$22,925 to \$73,382.38. This amount includes \$9,000 to \$51,787.38, which must be paid to the Franchisor or an affiliate.

Area Development Program. Under this program, you will sign an Area Development Agreement (the "Area Development Agreement") which grants you (an "Area Developer") the right to develop multiple Ace Sushi Bars. The total investment necessary to begin operations of as an Area Developer ranges from \$59,500 to \$300,000 (for 40 Ace Sushi Bars plus an additional \$500 to \$1,250 for each Ace Sushi Bar you commit to develop in excess of 40). If you sign an Area Development Agreement, you will sign a separate Franchise Agreement for each ACE Sushi Bar developed under your Area Development Agreement and pay the applicable fees.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Chief Financial Officer, Gary Chin, 1447 West 178th Street, Suite 303, Gardena, California 90248, 310-327-2223.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

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

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

**THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS FEBRUARY 28, 2014 AS AMENDED
MARCH 6, 2014 10, 2015.**

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed on Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE AREA DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT PERMIT YOU TO SUE US ONLY IN LOS ANGELES COUNTY, CALIFORNIA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE US IN CALIFORNIA THAN IN YOUR HOME STATE. LOCAL LAW MAY SUPERSEDE THIS REQUIREMENT IN YOUR STATE. PLEASE REFER TO THE STATE-SPECIFIC ADDENDA ATTACHED TO THIS DISCLOSURE DOCUMENT AS EXHIBIT G FOR DETAILS.
2. THE AREA DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT STATES THAT THE LAW OF CALIFORNIA GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. PLEASE REFER TO THE STATE-SPECIFIC ADDENDA THAT ARE ATTACHED TO THIS DISCLOSURE DOCUMENT AS EXHIBIT G FOR DETAILS.
3. ACE SUSHI BARS WILL BE LOCATED IN GROCERY STORES, SUPERMARKETS AND OTHER LOCATIONS ("STORES") OWNED AND OPERATED BY THIRD-PARTY OPERATORS WHO HAVE ENTERED INTO AGREEMENTS WITH AMG TO PROVIDE THE SUSHI PRODUCTS FOR SALE AT THE STORES. YOU WILL HAVE NO CONTROL OVER THE STORES' OPERATING HOURS, OPERATIONS, CUSTOMER TRAFFIC, ADVERTISING OR OTHER ASPECTS OF THE STORES' OPERATIONS; HOWEVER, THESE FACTORS WILL IMPACT THE FRANCHISED BUSINESS.
4. THE OWNERS OF THE STORES MAY TERMINATE THEIR AGREEMENT WITH AMG AT ANY TIME, AND GENERALLY ON ONLY 30 - 60 DAYS NOTICE. TERMINATION OF THAT AGREEMENT MAY RESULT IN THE EXPIRATION OF THE TERM OF YOUR FRANCHISE AGREEMENT.
5. THE POSSIBLE SUCCESS OF YOUR ACE SUSHI BAR MAY BE DEPENDENT UPON THE LOCATION OR AREA YOU CHOOSE AS WELL AS OTHER FACTORS. THESE FACTORS, ALONG WITH YOUR OWN BUSINESS ABILITY IN OPERATING YOUR ACE SUSHI BAR(S) AND YOUR FINANCIAL AND OTHER RECOURES ARE COMPONENTS THAT MOST LIKELY TO DETERMINE YOUR POTENTIAL SUCCESS.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more **FRANCHISE BROKERS** or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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