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### EXHIBITS

- Exhibit A – State Administrators/Agents for Service of Process
- Exhibit B – State Specific Addendum
- Exhibit C – Franchise Agreement
- Exhibit D – Area Development Agreement
- Exhibit E – Table of Contents of Confidential Operating Manual
- Exhibit F – List of Franchisees
- Exhibit G – List of Franchisees Who Have Left the System
- Exhibit H – Financial Information

### RECEIPTS

We have no other business activities and have not offered franchises in other lines of business

There are no regulations that apply specifically to the industry in which It's Boba Time Juice and Snack Bars operate. However, in addition to laws and regulations that apply to businesses generally, your franchised business will be subject to various federal, state and local government regulations, including those relating to site location and building construction. You are advised to investigate the laws, regulations and ordinances applicable to your franchised business further.

## **ITEM 2 BUSINESS EXPERIENCE**

### **President Un Mi Pak**

Un Mi Pak is one of our founders and has been the President since the formation of our company in September 2011. She oversees the management and operation of our company and is also actively involved in our menu research and development. She also has served as President of our affiliate companies, J&U Corp, Wellbeing Time, Inc and IBT Brothers, Inc in Los Angeles, California since June 2003, February 2007 and April 2012, respectively.

### **Vice President Tae Hoon Jun**

Tae Hoon Jun is one of our founders and serves as the Vice President of our company since we incorporated in September 2011. He has responsibility over marketing and sales activities of our company, and oversees franchisee training. He served as Vice President of J&U Corp in Los Angeles, California since June 2003.

### **Accounting Supervisor Jamie Roh**

Jamie Roh has served as our Accounting Supervisor since September 2012 and oversees our financial activities. Prior to joining our company, she was the accounting supervisor for Harvard Grand LP in Los Angeles, California from February 2008 to August 2012.

### **Operations Manager Michael Yoo**

Michael Yoo has served as our Operations Manager since November 2014 and oversees our store operations. Prior to joining our company, he was the general manager at CGI Food, Inc in Los Angeles, California from March 2013 to November 2014. From April 2011 to December 2012, Michael served as the general manager at Gyu-Kaku Restaurant s, Inc in Los Angeles, California. From March 2008 to October 2010, he served as the general manager of Coffee-Bean & Tea Leaf in Los Angeles, California.

**Franchise Coordinator James Kim**

James Kim has served as our Franchise Coordinator since May 2014 and oversees the development of our franchise stores. Prior to joining our company, he was a computer technician at JSK Computer Service, Inc. in Los Angeles, California from February 2009 to April 2013.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

No bankruptcies are required to be disclosed in this Item.

**ITEM 5  
INITIAL FRANCHISE FEE****Franchise Agreement**

You must pay a uniform initial franchise fee of \$25,000 ("Initial Franchise Fee"). The Initial Franchise Fee is paid in a lump sum when you sign the Franchise Agreement and is non-refundable. The sum of \$25,000 is payable by all franchisees who buy a franchise. The Initial Franchise Fee will be reduced to \$20,000 for your second and any additional It's Boba Time Juice and Snack Bars.

We use the initial franchise fee to cover the costs of evaluating your proposed site, training you and your employees, and helping you develop and open your It's Boba Time Juice and Snack Bar. There is no reduction or refund of any part of the initial franchise fee even if only one individual attends the initial training program, as discussed in Item 11 herein.

**Area Development Agreement –Deposit Fee**

When you sign the Area Development Agreement, you must pay us a deposit fee equal to the sum of (i) 100% of the initial franchise fee (\$25,000) for the first Juice and Snack Bar to be developed under the Area Development Agreement, and (ii) \$10,000 of the initial franchise fee payable for each succeeding Juice and Snack Bar to be developed under the same Area Development Agreement ("Deposit Fee"). The pro rata portion of your Deposit Fee allocable to each Juice and Snack Bar will be credited against the initial franchise fee due for that Juice and Snack Bar. The Deposit Fee is calculated in the same way for all franchisees entering into Area Development Agreements, but the actual dollar amount paid will vary depending on the number of Juice and Snack Bars you agree to develop. The Deposit Fee is not refundable.

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