

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or EXHIBIT G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or EXHIBIT H includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Ultimate Ninjas business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be Ultimate Ninjas Franchise Group, LLC franchisee?	Item 20 or EXHIBIT G and Error! Reference source not found. lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Wisconsin	0	1	0
TOTAL	0	3	0

The number of new franchised locations projected to be opened in the next fiscal year, as presented in the table above, is an estimate based on the best information we have as of the date of this disclosure document. There is no assurance that the actual number of openings, or the states in which we projected the openings, will be the same as our estimates.

A list of the names, addresses, and telephone numbers of all Ultimate Ninjas franchisees is attached to this disclosure document as ~~Error! Reference source not found.~~ Exhibit G. A list of the names, last known home addresses, and telephone numbers of every Ultimate Ninjas franchise who has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document, is attached to this disclosure document as ~~Error! Reference source not found.~~ Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Our Franchise Advisory Council has not been established as of the date of this document.

As of the date of this disclosure document, there are no other trademark-specific franchisee organizations associated with the Ultimate Ninjas franchise system that we have created, sponsored, or endorsed, and there are no independent trademark-specific franchisee organizations that have asked to be included in our disclosure document.

ITEM 21: FINANCIAL STATEMENTS

Our audited financials as of December 31, 2021, December 31, 2022, and December 31, 2023, are attached to this disclosure document as EXHIBIT H. Also included in EXHIBIT H are our unaudited financials as of December 31, 2024.

Our fiscal year ends on December 31.

These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

Ultimate Ninjas Franchise Group

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Chase Checking #6386	31,475.77
Total Bank Accounts	\$31,475.77
Other Current Assets	
Ultimate Ninjas International	2,025.00
Total Other Current Assets	\$2,025.00
Total Current Assets	\$33,500.77
TOTAL ASSETS	\$33,500.77
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Chase Ink Credit Card	
B. REDARD (8031)	620.67
J. PIEJAK (3331)	729.33
R. Cordova	40.00
Total Chase Ink Credit Card	1,390.00
Chase Southwest Credit Cards	
Jeff Piejak - 9310	3,745.00
Total Chase Southwest Credit Cards	3,745.00
Total Credit Cards	\$5,135.00
Other Current Liabilities	
Payroll Liabilities	
IN Income / Local Taxes	112.43
Total Payroll Liabilities	112.43
Total Other Current Liabilities	\$112.43
Total Current Liabilities	\$5,247.43
Total Liabilities	\$5,247.43
Equity	
Owners Investment	
Members Equity - Jeff Piejak	39,389.92
Members Equity - Jesse Labreck	-15,784.19
Members Equity - Mike Silenzi	6,808.40
Members Equity - Tom Rohmberg	71,791.70
Total Owners Investment	102,205.83
Owners Pay & Personal Expenses	
Distributions- Jeff Piejak	-1,450.00
Total Owners Pay & Personal Expenses	-1,450.00

Ultimate Ninjas Franchise Group

Balance Sheet

As of December 31, 2024

	TOTAL
Retained Earnings	0.00
Net Income	-72,502.49
Total Equity	\$28,253.34
TOTAL LIABILITIES AND EQUITY	\$33,500.77

Ultimate Ninjas Franchise Group

Profit and Loss

January - December 2024

	TOTAL
Income	
Book Income	10,600.00
Franchise Fee Income	118,735.50
Sales	0.00
Total Income	\$129,335.50
GROSS PROFIT	\$129,335.50
Expenses	
Accounting	6,410.80
Advertising & marketing	19,379.14
Bank Charges	46.00
Book Expense	9,750.00
Dues & subscriptions	12,076.57
Employee benefits	
Employee retirement plans	-53.84
Total Employee benefits	-53.84
Insurance	43,196.17
Insurance Reimbursement	-43,196.17
Total Insurance	0.00
Legal & Professional Fees	85,399.08
Licenses & Permits	3,919.00
Meals	543.46
Office Expense	1,756.06
Office expenses	316.35
Software & apps	977.35
Total Office expenses	1,293.70
Payroll expenses	
Taxes	2,549.22
Wages	49,931.42
Total Payroll expenses	52,480.64
Subcontractors	8,000.00
Travel	0.00
Utilities	
Internet & TV services	1,009.08
Total Utilities	1,009.08
Total Expenses	\$202,009.69
NET OPERATING INCOME	\$ -72,674.19
Other Income	
Interest earned	31.91
Miscellaneous Income	179.79
Total Other Income	\$211.70

Ultimate Ninjas Franchise Group

Profit and Loss

January - December 2024

	TOTAL
Other Expenses	
Vehicle expenses	
Vehicle gas & fuel	40.00
Total Vehicle expenses	40.00
Total Other Expenses	\$40.00
NET OTHER INCOME	\$171.70
NET INCOME	\$ -72,502.49

-MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

4. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

FRANCHISOR: _____ FRANCHISEE:
ULTIMATE NINJAS FRANCHISE GROUP, LLC

By: _____ By: _____
Its: _____ Its: _____

Date: _____ Date: _____

RECEIPT

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT OF ULTIMATE NINJAS FRANCHISE GROUP, LLC

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Ultimate Ninjas Franchise Group, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Ultimate Ninjas Franchise Group, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit F.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Jeff Piejak 2012 Corporate Lane, Suite 120 Naperville, IL 60563 (630) 381-4040	Jesse Labreck Ronn Cordova 2012 Corporate Lane, Suite 120 Naperville, IL 60563 (630) 381-4040	
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Issuance Date: April 10, 2024

I received a Disclosure Document dated _____, that included the following Exhibits:

- EXHIBIT A: Franchise Agreement
 - EXHIBIT B: Area Development Agreement
 - EXHIBIT C: Personal Guaranty
 - EXHIBIT D: Restrictive Covenant Agreement
 - EXHIBIT E: Power of Attorney to Assign Telephone Number
 - EXHIBIT F: List of State Franchise Administrators and Agents for Service of Process
 - EXHIBIT G: Outlets as of the date of this Disclosure Document
 - EXHIBIT H: Financial Statements of Ultimate Ninjas Franchise Group, LLC
 - EXHIBIT I: State Addenda
 - EXHIBIT J: Franchisee Acknowledgement Statement
 - EXHIBIT K: Non-Disclosure Agreement
- Receipt

Date Received: _____
(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

Please return signed receipt to Ultimate Ninjas Franchise Group, LLC
2012 Corporate Lane, Suite 120
Naperville, IL 60563

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(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

KEEP FOR YOUR RECORDS