UNCLE LOUIE G
FRANCHISE DISCLOSURE DOCUMENT

Uncle Louie Gee I, Inc.
A New York corporation
115 Johnson Street
Staten Island, New York 10309
Tel.: (718) 966-3763
Email: franchiseinfo@unclelouiegee.com
www.unclelouiegee.com

The franchise that we offer is for the operation of a business that sells Uncle Louie G gourmet Italian ices, ice cream and other approved menu items. Uncle Louie G products are sold from either fixed location operating units comprised of retail stores and fixed location kiosks or mobile concession trailers (collectively referred to as "Uncle Louie G Operating Units"). You may operate either a retail store or fixed location kiosk.

The total investment necessary to begin operation of an Uncle Louie G Retail Store is $63,700 to $155,000. This includes $29,000 to $51,000 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of an Uncle Louie G Fixed Location Kiosk is $33,850 to $76,450. This includes $11,450 to $16,700 that must be paid to the Franchisor or affiliate.

The total investment necessary to begin operation of an Uncle Louie G Operating Mobile Concession Trailer is $24,400 to $47,200. This includes $17,500 to $27,500 that must be paid to the Franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this 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 payment 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 form that is more convenient for you. To discuss the availability of disclosures in different forms, contact Dino Russo, Uncle Louie Gee I, Inc. at 115 Johnson Street, Staten Island, New York 10309.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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 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.

Issuance Date: April 23, 2023

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 E and Exhibit F.
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 G 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 Uncle Louie G 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 an Uncle Louie G franchisee?	Item 20 or Exhibit E and Exhibit F 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.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New York. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New York than in your own state.

2. **Franchisor's Right to Sell or Distribute**. The Franchisor retains the right to sell or distribute, or license others to sell or distribute, water ice, other frozen dessert products, and any other products or services, including sales made at supermarkets, convenience stores, grocery stores, vending machines, variety stores and the internet, at any location (notwithstanding its proximity to the approved location of your store) whether located within or outside of your territory under the same or different proprietary marks.

3. **Trailer Towing Laws**. There are federal, state and local rules, regulations and laws regarding utilization, towing and transportation of trailers.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Uncle Louie Gee I, Inc., the franchisor of the Uncle Louie G franchise is referred to in this disclosure document as "we," "us," or "our" as the context requires. A franchisee is referred to in this disclosure document as "you" or "your." If you are a corporation, partnership or other legal entity, our franchise agreement will also apply to your individual owners, shareholders, members, officers, directors and other principals.

The Franchisor

We are a corporation established on January 22, 2008 under the laws of the State of New York and we maintain a principal place of business located at 115 Johnson Street, Staten Island, New York 10309.

We conduct business under our corporate name, Uncle Louie Gee I, Inc., and under the Uncle Louie G trade name

Exhibit A contains our registered agents for service of process.

We grant and support franchises who operate an Uncle Louie G outlet which serves gourmet Italian ices, ice cream, cakes and other compatible products.

We and our predecessor had previously entered into license agreements with third party licensees granting licensees the right to utilize our System and Marks in connection with their operation and continued operation of Uncle Louie G Businesses. Licensees will not be required to convert to a franchise but will be afforded the opportunity to do so if they so elect. We no longer offer License Agreements.

We sell to our franchisees supplies, equipment, and inventory made available for sale to the public (Italian ices, etc.). We are not engaged in any other business and we have not conducted business in any other line of business. We do not conduct a business of the type to be operated by you as an Uncle Louie G franchisee.

We have not offered or sold franchises in any other line of business, however, in 2018, we made an isolated Area Representative franchise sale of rights to recruit and support Unit franchisees in the State of Florida. The Florida Area Representatives may have some management responsibilities related to the sale or operation of unit franchises in Florida. We attach here as Florida Addendum to the Franchise Agreement (Appendix 3) and Disclosure Document (Exhibit H) biographical information on the Florida Area Representative and further disclosures about the Area Representative as to Items 2, 3, 4, 5, 6, and 11 of this Disclosure Document.

Our Parents, Predecessor, and Affiliates

We do not have a parent company or any affiliates.

In March 2007 we acquired from Uncle Louie G Franchise Inc. (our "Predecessor") the intellectual property and assets associated with the Uncle Louie G franchise system. Prior to our acquisition of the Uncle Louie G's intellectual property and system assets we had no prior relationship with our Predecessor as our Predecessor has never been affiliated with us. Our Predecessor was a wholly owned subsidiary of Uncle Louie G, Inc., a New York corporation, incorporated on March 16, 1999. Our Predecessor was a New York corporation with a principal place of business located at 1235A McDonald Avenue, Brooklyn, New York 11230 and, prior to March 2007, was the franchisor of the Uncle Louie G's franchise system. Our Predecessor offered and sold Uncle Louie G franchises for the period of April 2000 through March 2007.

The Franchised Business

We have developed and presently franchise a system (the "System") for the operation of businesses (the "Uncle Louie G Businesses" or, individually, an "Uncle Louie G Business") that sell Uncle Louie G gourmet Italian ices, ice cream and other approved menu items (the "Uncle Louie G Products") from:

(a) Fixed Location Uncle Louie G Operating Units – Fixed Location Uncle Louie G Operating Units are comprised of either: (i) a Fixed Location Uncle Louie G Operating Unit Front Operating Unit (a "Retail Store"); or (ii) a Fixed Location Uncle Louie G Kiosk Operating Unit (a "Fixed Location Kiosk") that is permanently located within another store or non-traditional locations such as malls, airports, hospitals, business complexes, colleges, schools, arenas, auditoriums and entertainment complexes ("Permanent Sites"); or

(b) Mobile Uncle Louie G Operating Unit – A Mobile Uncle Louie G Operating Unit is comprised of a trailer ("Mobile Concession Trailer") temporarily placed at events, fairs, festivals and activities that occur on a periodic basis or are held at special or temporary venues ("Events").

Fixed Location Uncle Louie G Operating Units and Mobile Uncle Louie G Operating units are collectively referred to in this Disclosure Document as the "Operating Units" or individually, as an "Operating Unit." Your franchise agreement will designate whether or not the Operating Unit that you must establish is a Fixed Location Uncle Louie G Operating Unit or a Mobile Uncle Louie G Operating Unit. If your Operating Unit is a Fixed Location Uncle Louie G Operating Unit, you must obtain our written consent for the Permanent Site at which you desire to locate your Operating Unit. You may not relocate your Operating unit from a Permanent Site without our prior written consent.

The System is presently identified by the "Uncle Louie G" trademark, the Uncle Louie G logo and such other trade-names, trademarks, service-marks, logotypes, and commercial symbols as we may designate, modify and adopt from time-to-time for use in the System and as same may or may not be registered with the United States Patent and Trademark Office (collectively referred to as the "Marks" or "Licensed Marks"). The System features and includes our Marks, the Uncle Louie G Products, including products that may be added to the System in the future, and our proprietary specifications, methods and procedures for the preparation, marketing and sale of our gourmet Italian ices, ice cream and other products and our proprietary Mobile Concession Trailers. You

will operate your Uncle Louie G Business in accordance with the System and our Operations Manual.

You are required to exclusively purchase and acquire the Uncle Louie G Products, and certain equipment and supplies used in your Uncle Louie G Business including, branded cups, branded containers, branded packaging, merchandise, gift cards, blenders, freezers, signage, décor and other equipment, as well as the Mobile Concession Trailer and Fixed Location Kiosk components (collectively the "Uncle Louie G Supplies and Equipment"), through us or other approved suppliers of ours.

Market and Competition

The market for these items is well established and very highly competitive. Depending on the climate geographic location of your Uncle Louie G Business, sales and business operations will be seasonal and not operational in the winter and in certain months in the spring and fall.

The ice, ice cream and retail dessert industry is extremely competitive. You will be competing with numerous stores that offer a wide range of food and beverage items in a wide variety of service formats. You will be competing with many local independently owned businesses and those businesses that are part of a regional or national franchise chain that feature and Italian ices, ice cream, frozen desserts and other dessert items.

Applicable Regulations

Many states and local jurisdictions have laws, rules, and regulations that may apply to your franchise, including rules and regulations related to construction, design and maintenance of your outlet, including construction requirements, zoning and availability of outdoor patios; health and sanitation requirements for store operation and employee practices concerning the storage, handling and preparation of food; restrictions on smoking; availability and cleanliness of restrooms; employee health and safety and emergency preparedness, and use, storage and disposal of waste; menu labeling; equal access for the disabled (including requirements imposed by The Americans with Disability Act of 1990 and numerous state equivalent laws that may affect your store construction and/or location requirements, including specialized entrance ramps, doors, seating, bathroom facilities and other facility requirements). You should investigate these laws further.

ITEM 2
BUSINESS EXPERIENCE

Dino Russo, President

Dino Russo is a co-founder of Uncle Louie Gee I, Inc. and since our formation on January 22, 2008, has served and continues to serve as our President. Mr. Russo is responsible for our day-to-day operations, franchisee marketing programs, internet based marketing systems, customer development programs and customer retention programs. Mr. Russo is also responsible for brand development and Uncle Louie G Business systems.

Dino T. Russo, Vice President of Sales

Mr. Russo has served as our Vice President of Sales since January 2015. From January 2007 until the present, Mr. Russo has also served as a Police Officer in Staten Island, New York.

ITEM 3
LITIGATION

Concluded Actions

Basciano v. Uncle Louie Gee I, Inc., *et al.* CV-005333-14/RI. On September 23, 2014, Plaintiff, a former licensee of ours, filed a complaint in the Richmond County, Civil Court of the City of New York. Plaintiff alleged breach of contract stemming from the allegation that we violated Plaintiff's territorial rights and that we failed to fulfill an order placed by Plaintiff. Plaintiff sought judgment in the amount of $25,000. Prior to filing a responsive pleading to the Complaint, the parties settled all claims between them and we were released from any further claims related to their contractual relationship. The terms of the settlement included our refund of Plaintiff's licensing fee in exchange for Plaintiff's de-identification of our brand, termination of the license agreement and formal release of all claims relating to the license agreement. The case was discontinued with prejudice by mutual agreement.

In the Matter of an Investigation by Eric T. Schneiderman, Attorney General of the State of New York of Uncle Louie Gee I, Inc., and Dino Russo, Assurance No. 15-139 brought before the Investor Protection Bureau of the Attorney General of the State of New York in September 2014. In this investigation, the State of New York alleged that we sold franchises when it was neither registered nor otherwise exempt from franchise registration in the State of New York. On July 8, 2015, to settle this matter, Respondents agreed not to offer any franchise in New York again until registered or exempt, offer rescission to franchises previously sold in New York, and paid $5,000 in penalties, fees, and costs.

Except for the foregoing, no other litigation is required to be disclosed in this Item.

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ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

The initial franchise fees are as follows:

Type of Outlet	**Initial Franchise Fee in Florida**	**Initial Franchise Fee Elsewhere**
Standard Fixed Location	$15,000 (for a store under 1,000 square feet) $25,000 (for a store of 1,000 square feet or greater)	$15,000
Mobile Concession Trailer	$10,000	$5,000
Kiosk	$5,000	$5,000

The initial franchise fee is fully earned by us upon signing the Franchise Agreement and varies based upon location inside or outside of Florida, per the above table. The initial franchise fee is entirely non-refundable. We waive, for the first Uncle Louie G franchise agreement only, the initial franchise fee for existing Uncle Louie G licensees who previously signed a license agreement with us or our predecessor and who wish to terminate their license agreement and become a Uncle Louie G franchisee.

In addition to the initial franchise fee, there are other initial fees that, depending on the type of your Uncle Louie G Operating Unit, you are required to pay to us before you begin operating your Uncle Louie G Business.

Franchisees operating a Retail Store will pay to us between $4,500 to $6,000 for Uncle Louie G Products representing an initial opening minimum inventory of Uncle Louie G Products, and between $9,500 to $20,000 for an initial minimum supply of Uncle Louie G Supplies and Equipment.

Franchisees operating a Fixed Location Kiosk will pay to us between $950 to $1,700 for Uncle Louie G Products representing an initial opening minimum inventory of Uncle Louie G Products, and between $5,500 and $10,000 for an initial minimum supply of Uncle Louie G Supplies and Equipment.

Franchisees operating a Mobile Concession Trailer will pay to us between $1,500 to $2,500 for Uncle Louie G Products representing an initial opening minimum inventory of Uncle Louie G Products, and between $11,000 and $15,000 for an initial supply of Uncle Louie G Supplies and Equipment, including Mobile Concession Trailer.

ITEM 6
OTHER FEES

Type of Fee (Note 1)	**Amount**	**Due Date**	**Remarks**
Royalty (Note 2)	0%	Not applicable	In lieu of a royalty, we will receive revenue income from the sale of Uncle Louie G Products and Uncle Louie G Supplies and Equipment to you. We are the exclusive supplier of the Uncle Louie G Products that will be exclusively sold from your Uncle Louie G Business and the Uncle Louie G Supplies and Equipment that you must purchase and utilize in the operations of your Uncle Louie G Business. Franchise Agreement ("FA") Sec. 6.B
Late Charge	5% of invoice total or $50	On Demand	If you fail to have sufficient funds or otherwise fail to pay any invoice by the Due Date. FA Sec. 6.E.
Interest on Past Due Invoices	12% per annum, 18% per annum, or maximum legal rate allowable by the State in which your Uncle Louie G Operating Unit is located for unpaid amounts.	On Demand	Interest accrues on all payments not received by the due date indicated on each respective invoice. Interest begins to accrue immediate at a rate of 12% from the due date. After 30 days, the interest rate increased to 18% or maximum legal allowable rate. . FA Sec. 6.E.

Type of Fee (Note 1)	**Amount**	**Due Date**	**Remarks**
Collection Costs	Amount incurred by us to collect unpaid fee due to us	On Demand	Includes Attorney's Fees. FA Sec. 6.E
Manager Training	Amount of fees, costs and/or expenses that we incur in connection with providing training to you and your managers.	On Demand	We will provide instructors and training materials for all refresher training courses, additional training programs, and seminars, but we reserve the right to assess you reasonable charges for such training. FA Sec. 5.A(iv)
Operating Assistance	Per diem charges established by us.	On Demand	If we provide additional operating assistance relating to operation of your Operating Unit, then we charge a per diem rate. FA Sec.5.C
Noncompliance Remedy	Amount of fees, costs and/or expenses that we incur in connection with performing maintenance or refurbishment on your behalf.	On demand	If we perform maintenance or refurbishment on your behalf, then you must pay to us the entire cost of maintenance or refurbishment. FA Sec. 9C
Product Testing Fee	$50 plus all reasonable costs and expenses incurred by us	Within fourteen (14) days from date of invoice	If you propose to purchase non-proprietary products, equipment, supplies, services, or materials, then you must notify us and submit a sample for testing. FA Sec. 10.C(iii)

Type of Fee (Note 1)	**Amount**	**Due Date**	**Remarks**
Management Services Fee	Reasonable fee	On Demand	If we provide management services for your Operating Unit, we reserved the right to charge a reasonable fee for such services. FA Sec. 10.D
Profit and Loss Statement and Balance Sheet Late Fee	$100	On Demand	If you fail to submit to us an unaudited profit and loss statement and balance sheet within sixty (60) days after the end of each month. FA Sec. 15.B
Transfer Fee	25% of our then current franchise fee.	Prior to the date of transfer	Payable before transfer based on our then current franchise fee for a single unit franchise for a Standard Fixed Location Franchise. All transfers are subject to our approval and the terms of the Franchise Agreement. Sec. 16.C(vii)
Renewal Fee	25% of our then current franchise fee.	Upon signing renewal franchise agreement	Payable before renewal based on our then current franchise fee for a single unit franchise for a Standard Fixed Location Franchise. All renewals are subject to our approval and the terms of the Franchise Agreement. FA Sec. 17.B
Attorney Fees	In connection with any lawsuit respecting your breach of the Franchise Agreement	On demand	Includes the amount of attorney's fees, deposition expenses, expert witness fees, accounting fees and filing fees. FA Sec. 23K

Type of Fee (Note 1)	Amount	Due Date	Remarks

Notes:

Note 1: Recurring Fees
All fees are payable to us unless otherwise noted. All fees are non-refundable. All fees payable to us shall be payable subject to our specification and instruction, including, but not limited to, our election to have all fees automatically drafted from your business bank account or automatically debit / charged to your business bank account.

Note 2: Royalty Fees
You are required to exclusively sell Uncle Louie G Products (including, among other things, ices, ice cream and other menu items that we designate) from your Uncle Louie Business. You must exclusively utilize Uncle Louie G Supplies and Equipment (including, among other things, branded cups, packaging, shirts, hats, branded supplies, blenders and specialized equipment) in the day-to-day operations of your Uncle Louie G Business. We are the exclusive supplier of Uncle Louie G Products and Uncle Louie G Supplies and Equipment. Although we do not charge a royalty fee we will earn revenue and profits from your purchase of Uncle Louie G Products and Uncle Louie G Supplies and Equipment from us. We exclusively determine and establish the list prices charged to you for Uncle Louie Products and Uncle Louie Supplies and Equipment. Our list prices may change from time to time in our discretion.

Note 3: Gross Sales
The term "Gross Sales" as used in this Disclosure Document and the Franchise Agreement means the total dollar sales from all customers of your Uncle Louie G Operating Unit and further includes the total gross amount of revenues and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by you in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale or any amount is proved uncollectible), from or derived by you or any other person from business conducted or which started in, on, from or through the Franchised Business and/or the premises of the Franchised Business whether this business is conducted in compliance with or in violation of the terms of the Franchise Agreement. Gross Sales do not include sales or use taxes collected by you.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
Retail Store

Type of Expenditure (Note 1)	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 2)	$15,000	$25,000	Lump sum	Upon signing Franchise Agreement	Us
Construction, Leasehold Improvements, Furniture and Fixtures (Note 3)	$6,000	$50,000	Varies	Before Opening	Third party suppliers or our approved vendors
Equipment (Note 4)	$15,000	$20,000	As billed	Before opening	Third party suppliers or our approved vendors
Signs (Note 5)	$2,000	$5,000	As billed	Before opening	Third party suppliers or our approved vendors
Computer, Software and Point of Sales System (Note 6)	$1,000	$3,000	As billed	Before opening	Third party suppliers or our approved vendors
Initial Inventory (Note 7)	$4,500	$6,000	As billed	Before opening	Us
Lease Deposits (Note 8)	$1,000	$8,000	Lump sum	Varies	Third party landlord
Real Property (Note 8)	$0	$0	Varies	Varies	Third party
Utility Deposits	$800	$1,000	As billed		Utility companies

Type of Expenditure (Note 1)	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
(Note 9)				Before opening	
Insurance Deposits and Premiums (Note 10)	$500	$2,000	As billed	Varies	Insurance companies
Travel and Lodging for Initial Training (Note 11)	$0	$2,000	As incurred	Before opening	Third Party
Professional Fees (Note 12)	$2,500	$4,500	As billed	Before opening	Third parties, including attorneys, accountants and architects
Business Licenses and Permits (Note 13)	$150	$2,000	Lump sum	Before opening	Government authorities
Printing, Stationery, and Office Supplies (Note 14)	$250	$1,500	As billed	Before opening	Third party
Additional Funds – Initial period of 3 months (Note 15)	$15,000	$25,000	As incurred	Before opening	Us, utilities approved vendors, employees and other providers of services and other goods necessary for the operation of your Uncle Louie G Business.
TOTAL ESTIMATE	$63,700	$155,000			

YOUR ESTIMATED INITIAL INVESTMENT
Fixed Location Kiosk

Type of Expenditure (Note 1)	**Estimated Amount**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
	Low	High			
Initial Franchise Fee (Note 2)	$5,000	$5,000	Lump sum	Upon signing Franchise Agreement	Us
Construction, Leasehold Improvements, Furniture and Fixtures (Note 3)	$5,000	$15,000	Varies	Before Opening	Third party suppliers or our approved vendors
Equipment (Note 4)	$5,000	$10,000	As billed	Before opening	Third party suppliers or our approved vendors
Signs (Note 5)	$1,000	$3,000	As billed	Before opening	Third party suppliers or our approved vendors
Computer, Software and Point of Sales System (Note 6)	$1,000	$2,500	As billed	Before opening	Third party suppliers or our approved vendors
Initial Inventory (Note 7)	$950	$1,700	As billed	Before opening	Us
Lease Deposits (Note 8)	$1,000	$7,000	Lump sum	Varies	Third party landlord
Real Property (Note 8)	$0	$0	Varies	Varies	Third party
Utility Deposits (Note 9)	$500	$1,000	As billed	Before opening	Utility companies
	$1,500	$3,000			

Type of Expenditure (Note 1)	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
Insurance Deposits and Premiums (Note 10)			As billed	Varies	Insurance companies
Travel and Lodging for Initial Training (Note 11)	$0	$2,000	As incurred	Before opening	Third Party
Professional Fees (Note 12)	$2,500	$4,500	As billed	Before opening	Attorneys, accountants
Business Licenses and Permits (Note 13)	$150	$1,000	Lump sum	Before opening	Government authorities
Printing, Stationery, and Office Supplies (Note 14)	$250	$750	As billed	Before opening	Third party
Additional Funds – Initial period of 3 months (Note 15)	$10,000	$20,000	As incurred	Before opening	Us, utilities approved vendors, employees and other providers of services and other goods necessary for the operation of your Uncle Louie G Business.
TOTAL ESTIMATE	$33,850	$76,450			

YOUR ESTIMATED INITIAL INVESTMENT
Mobile Concession Trailer

Type of Expenditure (Note 1)	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 2)	$5,000	$10,000	Lump sum	Upon signing Franchise Agreement	Us
Construction, Leasehold Improvements, Furniture and Fixtures (Note 3)	$0	$500	Varies	Before Opening	Third party suppliers or our approved vendors
Equipment (Note 4)	$2,000	$3,000	As billed	Before opening	Third party suppliers or our approved vendors
Uncle Louie G Trailer (Note 4.1)	$11,000	$15,000	As billed	Before opening upon order of trailer	Us
Vehicle for Towing Uncle Louie G Trailer (Note 4.2)	$0	$1,950	As billed	Before opening and on-going	Third party automobile leasing company, manufacturer or dealer
Signs/Wrap (Note 5)	$0	$1,000	As billed	Before opening	Third party suppliers or our approved vendors
Computer, Software and Point of Sales System (Note 6)	$500	$1,000	As billed	Before opening	Third party suppliers or our approved vendors
Initial Inventory (Note 7)	$1,500	$2,500	As billed	Before opening	Us
	$0	$250			

Type of Expenditure (Note 1)	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
Utility Deposits (Note 9)			As billed	Before opening	Utility companies
Insurance Deposits and Premiums (Note 10)	$500	$1,500	As billed	Varies	Insurance companies
Travel and Lodging for Initial Training (Note 11)	$0	$2,000	As incurred	Before opening	Third Party
Professional Fees (Note 12)	$2,500	$4,500	As billed	Before opening	Attorneys, accountants
Business Licenses and Permits (Note 13)	$150	$1,000	Lump sum	Before opening	Government authorities
Printing, Stationery, and Office Supplies (Note 14)	$250	$500	As billed	Before opening	Third party
Additional Funds – Initial period of 3 months (Note 15)	$1,000	$2,500	As incurred	Before opening	Us, utilities approved vendors, employees and other providers of services and other goods necessary for the operation of your Uncle Louie G Business.
TOTAL ESTIMATE	$24,400	$47,200			

Note 1: About Your Estimated Initial Investment
The estimates are for a single Operating Unit and vary depending on whether the Operating Unit is a Retail Store, a Fixed Location Kiosk or a Mobile Concession Trailer.

These are only estimates and your costs may vary depending on economic and market conditions, your geographic area, competition, wage rates, the capabilities of your management team, your business experience and other factors. Variations exist between a Retail Store, a Fixed Location Kiosk and a Mobile Concession Trailer. You should carefully review these estimates with your business, accounting and legal advisors before making any decision in signing an Uncle Louie G franchise agreement. These estimates do not include interest and financing charges that you may incur and they do not include royalties, marketing development and other continuing fees that you will be required to pay to us. Payments are non-refundable unless otherwise noted. We do not offer direct or indirect financing. The total estimates are based on the historical experience of our outlets. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area.

Note 2: Initial Franchise Fee
The initial franchise fees are as follows:

Type of Outlet	**Initial Franchise Fee in Florida**	**Initial Franchise Fee Elsewhere**
Standard Fixed Location	$15,000 (for a store under 1,000 square feet) $25,000 (for a store of 1,000 square feet or greater)	$15,000
Mobile Concession Trailer	$10,000	$5,000
Kiosk	$5,000	$5,000

Note 3: Construction, Leasehold Improvements, Furniture and Fixtures
This estimate varies depending on the type of Uncle Louie G Operating Unit. This estimate is for the costs for the development of an Uncle Louie G Operating Unit and for furniture and fixtures, if applicable, for your Uncle Louie G Operating Unit. The size of the location and whether or not the Operating Unit is a Retail Store, Fixed Location Kiosk or Mobile Concession Trailer is a significant factor in the determination of these costs. Also, if your Operating Unit is a Retail Store or Fixed Location Kiosk, significant variation will exist depending on the size and location of your Operating Unit. A typical Retail Store will operate out of a facility that is between 800 square feet and 2,000 square feet. A typical Fixed Location Kiosk will operate within another retail location and within a kiosk area that occupies between 300 square feet and 800 square feet.

For Retail Stores, these estimates are applicable to a site which has been obtained in the "vanilla box" stage, which refers to the interior condition of either a new or existing building in which the improvements generally consist of heating/cooling with delivery systems, essential lighting, electrical switches and outlets, lavatories, a finished ceiling, walls that are prepped for painting and a concrete slab floor. These numbers are not inclusive of any architect fees or other fees charged by licensed professionals (other than general contractors and licensed tradesmen) and do

not include any special heating cooling or ductwork required by a store. They also do not include any financial contributions by a landlord. The costs of the furniture and fixtures may differ depending on the material quality and on other factors. As in development of any business locations, there are many variables that may impact your overall costs including landlord contribution, the size of your location, rates for construction, personnel, freight, vendor pricing and taxes, overall costs and efficiencies in your market. Your cost for developing your location may be higher or lower than the estimates provided. Third-party financing may be available for qualified candidates for some of the leasehold improvement costs, however with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this chart. For Fixed Location Kiosks, these estimates are applicable to a site located within an existing retail store or retail location that is configured with existing electrical and utilities.

Note 4: Equipment
You will be required to purchase certain types of furniture, fixtures and equipment for your Uncle Louie G Operating Unit. Among other things, you will be required to purchase refrigeration, freezers, blenders, display cases, shelving, cash register, sinks, lighting, computer equipment from us or our approved manufacturers and/or suppliers and/or subject to our specifications. These figures represent the purchase of the necessary store equipment from suppliers to provide the franchised services. The costs listed here do not include any transportation or set up costs. It is assumed that some of the may be leased. If you elect to purchase such equipment, your costs may be higher. Third-party financing may be available for qualified candidates for some of the leasehold improvement costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this chart.

Note 4.1: Uncle Louie G Trailer
We are the exclusive supplier of your Uncle Louie G Mobile Concession Trailer. Your Uncle Louie G Trailer is a part of the Uncle Louie G Supplies and Equipment.

Note 4.2: Vehicle for Towing Uncle Louie G Trailer
Your Uncle Louie G Trailer must be towed from location to location to and from temporary venue Events. You will be required to lease a commercial vehicle that meets our specifications and criteria for the purpose of towing your Uncle Louie G Trailer. The vehicle that you lease need not be exclusively dedicated to the operation of your Uncle Louie G business, provided that it is not utilized in connection with the operation of any other business and provided that it is properly registered, possesses sufficient capacity and hitches for towing, is approved by us and is otherwise in compliance with local and state rules and regulations regarding traffic laws, vehicle registration and other requirements. If you already possess such vehicle and it is approved by us and otherwise meets the foregoing criteria, you may utilize such vehicle and will not be required to purchase or lease such vehicle. Your Uncle Louie G Trailer may not come with the hitch or electric brake controller in which case you must purchase those items for the vehicle that you will be utilizing to tow the Uncle Louie G Trailer. The vehicle that you utilize for towing your Uncle Louie G Trailer must have a rated minimum towing capacity of 3,000 pounds and must be approved by us.

The estimate that we provided is an estimate of only the first three (3) months of lease installment payments for the vehicle that you will lease and utilize for towing your Uncle Louie G Trailer. The monthly expense to lease this tow vehicle will be an on-going expense. The estimate that we have provided is based on the assumption that you will be leasing your Uncle Louie G Trailer tow

vehicle and that your estimated monthly lease payments will range from $0 (in the event you already own such vehicle that meets our standards and specifications) to $650 per month.

Note 5: Signs
You will be required to purchase, subject to our design and construction specifications and approval, interior and exterior signs and displays that we designate. This estimate is for the cost to produce wall signage to be mounted to the outside of the building as well as all interior signage. Additionally, these figures include various other elements of brand identification within the location such as wall graphics.

Note 6: Computer, Software and Point of Sales System
The Point of Sales ("POS") system is the equipment that tracks the sales of your Franchised Business. It is assumed that the POS system will be leased. If you elect to purchase such equipment, your costs may be higher.

Note 7: Initial Inventory
You are required to obtain from us or from our designated suppliers your initial and on-going inventory of Uncle Louie G Products and certain Uncle Louie G Supplies and Equipment (including, but not limited to our ices, ice cream, branded paper goods, branded packaging and containers, branded shirts, branded hats, mixes, and cones). Prices charged to you for Uncle Louie G Products and Uncle Louie G Supplies and Equipment shall be established by us at the list prices that we determine and set from time to time. Your initial inventory will include your initial inventory of Uncle Louie G Products.

Note 8: Lease Deposits, Real Property
If your Operating Unit is a Retail Store or Fixed Location Kiosk, you will be required to operate your Operating Unit from a commercial business location that we approve and that complies with local and state laws. The cost of real estate varies considerably based on the local real estate market and the size and location of the property that you elect to purchase or lease. The "Estimated Initial Investment" respecting your franchised establishment of an Uncle Louie G Operating Unit for a Retail Store and a Fixed Location Kiosk is based on the assumption that you will be leasing the business location for your Uncle Louie G Operating Unit. You will be required to pay the landlord a security deposit that will be calculated based upon a number of months rent that the landlord requires to be held as security. The amount of your security deposit is something that you will negotiate directly with the landlord and will vary significantly based on a number of factors, including the desirability of your leased location and your own negotiations.

These estimates represent a three (3) month deposit of rent. Our estimates vary depending on the type of your Uncle Louie G Operating Unit, based on square footage of approximately 800 to 2,000 square feet for a Retail Store and 300 to 800 square feet for a Fixed Location Kiosk. The monthly rental for leased premises varies depending upon the location of your Uncle Louie G Operating Unit and the then-current, local real estate rental market conditions. You should obtain estimates of rental costs by contacting local commercial realtors before you sign the Franchise Agreement. The figures in the charts reflect an estimate for a one-month security deposit and the first month's rent. Pre-paid rent is generally non-refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract. The "Estimated

Initial Investment" does not include the purchase of real property should you elect to purchase the real property as the approved location for your Uncle Louie G Store.

Note 9: Utility Deposits
In order to secure the appropriate utilities required for the operation of your Uncle Louie G Operating Unit, including but not limited to gas, electric, water, sewer and a high speed internet connection, you will be required to pay upfront deposits to each applicable utility company.

Note 10: Insurance Deposits and Premiums
You are required to maintain certain specified insurance respecting the operations of your Uncle Louie G Operating Unit. Your actual payments for insurance and the timing of those payments will be determined based on your agreement with your insurance company and/or insurance agent. The cost of your insurance coverage will be based on factors outside of our control. The amount charged for insurance coverage may be significantly more or less than our estimate. This estimate is for the cost of deposit in order to obtain the minimum required insurance. You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. We strongly recommend that you consult with your insurance agent before proceeding with the investment in an Uncle Louie G Operating Unit.

Note 11: Travel and Lodging
This estimate is for the cost for you or your Managing Principal (defined as the managing shareholder, member or partner of Franchisee if Franchisee is an entity), plus two people to attend the initial training program held in Staten Island, New York. We do not charge tuition for training up to three people, but you will be responsible for all costs associated with attending the initial training program for you and your staff. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.). The duration of the training program is Four (4) days. This estimate does not include the cost of labor.

Note 12: Professional Fees
These fees are representative of the costs for engagement of professionals such as attorneys, accountants, and architects for the initial review and advisories consistent with the start-up of a Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Uncle Louie G Operating Unit.

Note 13: Business Licenses and Permits
You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate your Franchised Business. The licenses necessary to operate your Uncle Louie G Operating Unit will vary depending on local, municipal, county and state regulations. All licensing fees are paid directly to the governmental authorities when incurred, and are due prior to opening for business. For Mobile Uncle Louie G Operating Units, you must also possess necessary license for the ownership, operation, towing and transportation of your Uncle Louie G Trailer.

Note 14: Printing, Stationery, and Office Supplies
This figure is primarily for printing a start-up order of stationery, menus and business cards bearing the Principal Trademarks and a supply of office materials.

Note 15: Additional Funds
You will need additional capital to support on-going businesses expenses such as payroll, inventory, marketing, rent and utilities to the extent that these costs are not covered by the sales revenue that your Uncle Louie G Operating Unit generates. It is extremely common for new businesses to generate negative cash flow. We estimate that this additional funds estimate will be sufficient to cover on-going expenses for the start-up phase of your Uncle Louie G Operating Unit, which we calculate and estimate to be three months. This is only an estimate and we cannot assure you that you will not incur additional expenses during the initial start-up phase or that your start-up phase will not last longer than three months. Also, there is no assurance that additional working capital will not be necessary during this start-up phase or after. We have relied on the experience of our Uncle Louie G Operating Units in making this estimate.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased

Advertising Material:

You must use our pre-approved advertising templates, use our designated vendor, or receive our approval for advertising material.

Computer Equipment, Software, and Point of Sale ("POS") System:

You must purchase or use computer equipment, software, and a POS system pursuant to our specifications.

Equipment and Supplies:

You are required to purchase equipment and supplies pursuant to our specifications or from our designated vendor.

Furniture and Fixtures:

You are required to purchase furniture and fixtures pursuant to our specifications or from our designated vendor.

Insurance:

You must procure and maintain such insurance coverage and limits as we designate. The policy or policies must be written by a responsible carrier or carriers reasonably acceptable to us.

Lease and Leasehold Improvements:

If you operate from a retail location, you must build out your premises pursuant to our specifications. You may lease from any land, but your site selection is subject to our approval.

Printing, Stationary, and Office Supplies

You may purchase printing, stationary, and office supplies from any vendor. Print materials must meet our advertising standards or be approved by us.

Signs:

You must purchase and install signs pursuant to our specifications. You may purchase signs from any vendor.

Uncle Louie G Products:

You will purchase all of your Uncle Louie G Products (including, among other things, your exclusive supply of ices and ice cream) and Uncle Louie G Supplies and Equipment (including, among other things, branded cups, branded containers, branded packaging, merchandise, gift cards, blenders, freezers, signage, décor, other equipment and, if applicable, your Mobile Concession Trailer and Fixed Location Kiosk components) exclusively from us, and, if applicable, third party suppliers that we designate in writing. We will provide a list of third party suppliers to you. This list is subject to change without notice. In almost all instances we will be the sole and exclusive supplier of Uncle Louie G Products.

Uniforms:

Your employees much wear uniforms supplied by us, which meet our specifications, or are from our designated vendor.

Vehicles:

You must lease a vehicle pursuant to our specifications that can tow your Uncle Louie G Trailer from location to location.

Whether We or Our Affiliates Are Approved Suppliers

We are an approved supplier of advertising material, but not the only approved supplier. We are an approved supplier and normally the only approved supplier of ices and ice cream and Uncle Louie G Supplies and Equipment (including, among other things, branded cups, branded containers, branded packaging, merchandise, gift cards, blenders, freezers, signage, décor, other equipment and, if applicable, your Mobile Concession Trailer and Fixed Location Kiosk components).

Officer Interests in Suppliers

Our officer, Dino Russo, owns an interest in us.

Alternative Suppliers

We do not generally make available to your criteria for supplier approval. If you want to sell, offer or utilize any products, services, materials, forms, items or supplies for sale or use in the operation of your Uncle Louie G Business which we have not previously approved of in writing as meeting our specifications, you may request our approval. We may, in our sole and absolute discretion and for any reason or no reason at all, withhold our approval. When considering and evaluating the approval of a particular supplier, among other things, we consider: whether the supplier can demonstrate to our reasonable satisfaction the ability to meet our standards, specifications and production requirements, the suppliers quality control, whether or not we are the exclusive supplier of the particular item, and whether or not the suppliers approval, in our sole and exclusive determination, will allow us to advance the overall interests of our franchise system. We revoke approvals in our Operations Manual or other informational bulletin.

Issuance and Modification of Specifications

We issue and modify specifications to franchisees and approved suppliers in our Operations Manual or other informational bulletins.

Revenue from Required Purchases

We derive revenue from required purchases or leases by franchisees. During the fiscal year ending December 31, 2021, our revenue from the sale of Uncle Louie G Products and Uncle Louie Equipment and Supplies to our franchisees amounted to $878,121.95, representing 90% of our total revenue of $975,691.06.

Required Purchases and Leases as a Proportion of Costs

Required purchases and leases will represent approximately 35% to 80% (depending on whether your Operating Unit is a Retail Store, Fixed Location Kiosk or Mobile Concession Trailer) of your total purchases in establishing your franchise and approximately 25% to 35% of your purchases in the continuing operation of your franchise.

Supplier Payments to Us

We may receive rebates, payments or other material benefits from suppliers based on franchisee purchases. However, we did not receive any rebates based on purchases by franchisees during our last fiscal year.

Purchasing or Distribution Cooperatives

We do not have purchasing or distribution cooperatives at this time.

Purchase Arrangements

We may negotiate purchase arrangements with suppliers (including price terms) for your benefit, and currently there are such arrangements in place with some approved nurseries and planter suppliers.

Material Benefits

We do not provide material benefits to you based on your use of a particular supplier. However, in order to renew your franchise agreement, you must be in compliance with it, including supplier standards, and we can terminate your franchise agreement if you breach it.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Article(s) in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Articles 3, 4	Items 7 and 11
b. Pre-opening purchases and leases	Articles 3 and 10	Items 7 and 8
c. Site development and other pre-opening requirements	Articles 4	Items 6, 7 and 11
d. Initial and ongoing training	Articles 5	Item 11
e. Opening	Articles 4	Item 11
f. Fees	Articles 4, 5, 6, 9, 10, 15, 16, 17, 23	Items 5, 6 and 7
g. Compliance with standards and policies / manual	Articles 4, 5, 10	Items 8 and 11
h. Trademarks and proprietary information	Articles 7, 8, 13	Items 13 and 14
i. Restrictions on products and services offered	Article 5, 6, 10	Items 8, 11 and 16
j. Warranty and customer service requirements	Article 10	Item 16
k. Territorial development and sales quotas	Article 3	Item 12

l. Ongoing product and service purchases	Article 5, 6, 10	Item 8
m. Maintenance, appearance and remodeling requirements	Article 5, 9, 16, 17	Items 7 and 17
n. Insurance	Article 11	Items 7 and 8
o. Advertising	Article 12	Items 6 and 11
p. Indemnification	Article 13	Item 6
q. Owner's participation, management, staffing	Articles 5, 10	Items 11 and 15
r. Records and reports	Article 15	Item 6
s. Inspections and Audits	Article 15	Items 6 and 11
t. Transfer	Article 16	Item 17
u. Renewal	Article 17	Item 17
v. Post-termination obligations	Article 7, 8, 19	Item 17
w. Non-competition covenants	Articles 7 and 8	Item 17
x. Dispute resolution	Articles 23	Item 17
y. Other: Individual guarantee of franchisee obligations	Articles 27	Item 9

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ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee any note, lease or other obligation on your behalf.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Assistance Before Opening

Our obligations to you prior to the opening of your Uncle Louie G Operating Unit:

1. Grant of Franchise. We grant you the right to operate an Uncle Louie G Operating Unit. (*See*, Franchise Agreement, Article 1).

2. Mobile Concession Trailer. If your Uncle Louie G Operating Unit is a Mobile Concession Trailer, we will provide you with information as to your selection options regarding your Mobile Concession Trailer and information on how to use the Mobile Concession Trailer. We are the exclusive supplier of Uncle Louie G Mobile Concession Trailers. (*See*, Franchise Agreement, Article 4.E).

3. Initial Inventory. We will advise you as to your necessary start-up inventory of Uncle Louie G Products and Uncle Louie G Supplies and Equipment. (*See*, Franchise Agreement, Article 5.C).

4. Approved Suppliers and Distributors. We will provide you with our then current list of approved suppliers and distributors for the products and services that we will require you to use in your Uncle Louie G Operating Unit. We are the only authorized supplier of Uncle Louie G Products and Uncle Louie G Supplies and Equipment. (*See*, Franchise Agreement, Article 5.C).

5. Site Review and Approval. If your Operating Unit is a Retail Store or a Fixed Location Kiosk, we will review the site(s) that you propose for the location of your Uncle Louie G Operating Unit. We will either issue a notice of no objection within 60 days, or if we do not respond to your site review request within 60 days, you will no longer be required to obtain a notice of no objection from us as to the designated site. If we decline to issue a notice of no objection and therefore do not agree on an acceptable location that you select, you will not be permitted to terminate the Franchise Agreement, nor will you be permitted to a refund of your Franchise Fee. In such instance you will be required to designate other proposed sites for which we are willing to issue a notice of no objection. Your failure to timely secure a proposed site for which we have issued a notice of no objection shall constitute a default of your franchise agreement. Some of the factors that we may consider when reviewing a proposed site selected by you include population demographics, lease terms, potential traffic patterns, overall interior and exterior size and dimensions. (*See*, Franchise Agreement, Article 4).

6. Site Development. Depending on whether your Operating Unit is a Retail Store, Fixed Location Kiosk or Mobile Concession Trailer, as applicable, we will provide you with our then current prototype specifications and generalized plans for such Operating Unit. Where applicable, our specifications and plans shall include information related to requirements for dimensions, interior design and layout, image, signs and décor. (*See*, Franchise Agreement, Article 4).

7. Initial Training. No later than 90 days prior to the scheduled opening of your Uncle Louie G Operating Unit or, if applicable the delivery of your Uncle Louie G Mobile Concession Trailer, we will provide your managers and other supervisory personnel with training in accordance with our Managers Training program. Our current training program is to be attended by you and up to one manager that you designate and select at our licensee owned Uncle Louie G Operating Unit located in Staten Island, New York. The training program takes place over a period of 4 consecutive days and you are required to complete this training. Both "classroom" and "on the job" training will take place at our licensee owned Uncle Louie G Operating Unit in Staten Island, New York. (*See*, Franchise Agreement, Article 5).

8. Operations Manual. We will provide you with a copy of our Operations Manual to advise you as to our methods of operation, specifications and requirements. The operations manual presently consists of approximately 72 pages and may be amended from time-to-time. The Table of Contents for the Operations Manual is attached as Exhibit D to this Disclosure Document. (*See*, Franchise Agreement, Article 5.E).

Assistance During the Operation of your Operating Unit

Our obligations to you after the opening of your Uncle Louie G Operating Unit:

1. Provide Operating Procedures. We will provide operating procedures and new developments. (*See*, Franchise Agreement, Article 5.C).

2. Marketing and Promotional Assistance. We will provide marketing assistance. (*See*, Franchise Agreement, Article 5.C).

3. Operational Assistance. We will provide operational assistance to guide you in the operation of your Franchised Business. (*See*, Franchise Agreement, Article 5.C).

4. Suppliers. We will provide a list of approved suppliers. (*See*, Franchise Agreement, Article 5.C).

5. Operating Assistance. We may elect to provide you with assistance, as we deem appropriate, relating to the operation of your Operating Unit. (*See*, Franchise Agreement, Article 5.C).

Advertising Program

We do not maintain an Advertising Fund.

However, we may conduct advertising in any media, using coverage that is local, regional, or national. The advertising may be from an in-house advertising department or a national or regional

advertising agency. We do not have to spend any amount on advertising in the area or territory where you are located.

You may use your own advertising material provided that it is a pre-approved template from us or we approve it.

We do not have an advertising council composed of franchisees that advise us on advertising policies.

You do not have to participate in a local or regional advertising cooperative.

Computer System

In connection with the day-to-day operations of your Uncle Louie G's Business you will be required to purchase, operate, update and maintain in good working order, a point of sale system (the "POS System") as we may require. You will enter into contracts for the maintenance, support, upgrades and updates to the POS System and other computer systems with approved suppliers designated in the Operations Manual. The type and nature of your POS System may vary depending on whether your Operating Unit is a Retail Store, Fixed Location Kiosk or Mobile Concession Trailer. There are no obligations on us to provide any ongoing maintenance, repair, upgrades or updates to the POS System. The estimated cost of purchasing the required POS System ranges from $1,000 to $2,500 for Uncle Louie G Retail Stores and Fixed Location Kiosks, and $500 to $1,000 for Uncle Louie G Mobile Concession Trailers. Your estimated costs for the maintenance, repair and updates for the computer and POS System is $1,200.00 per year.

The POS System and all other computer systems must be capable of connecting with our computer systems. You will install any hardware or software for the operation of your Uncle Louie G Business that we may require in the future., including any enhancements, additions, substitutions, modifications and upgrades. Specifically, we may require that you install and maintain systems that permit us to access and retrieve electronically any information stores in your computer systems and POS Systems, including information regarding each of your Operating Units gross sales as same may be measured at such times and manner as we may specify. We reserve the right to independently access your electronic information and data and to collect and use your electronic information and data in any manner we choose to promote the development of the System and the sale of franchises. (*See*, Franchise Agreement, Article 10.A).

Training

You (or your managing shareholder, member or partner) and up to one designated manager are required to complete all phases of our training program to our satisfaction. You are also required to participate in and satisfy all other training programs that we may establish respecting the operation of your Uncle Louie G Operating Unit, however, at present, there are no additional training programs or refresher courses.

Although we provide you and up to one designated manager with initial training at no additional fee or charge, you will be responsible for all travel, lodging, food, automobile rental expenses and

employee wages that you incur in connection with your attendance and participation in our initial training program and the attendance and participation of your designated managers in our initial training program.

TRAINING PROGRAM

The following chart summarizes the subjects covered in our initial training program:

Subject	Classroom Training (Hours)	On the Job Training (Hours)	Location
Intro to Uncle Louie G	1	0	Staten Island, NY
The Uncle Louie G Story and Value	1	0	Staten Island, NY
Food preparation, sanitary procedures and Store operation	8	8	Staten Island, NY
Record keeping, reports and Store management	4	2	Staten Island, NY
Subtotals	14	10	
Total Hours	24		

All training will be conducted under the direction and supervision of our President, Dino Russo, and our Vice President of Sales, Dino T. Russo. Messrs. Russo's backgrounds are described in Item 2 of this Disclosure Document.

We estimate that the length of time between the signing of the franchise agreement or the first payment of consideration for your Uncle Louie G Franchised Business and the commencement of operations of an Uncle Louie G Business is 240 days for an Uncle Louie G Retail Store or Permanent Location Kiosk and 90 days for an Uncle Louie G Mobile Concession Trailer.

If your Operating Unit is a Uncle Louie G Retail Store or Permanent Location Kiosk, factors that may affect the estimated time period for the commencement of your operations, include your ability to: (a) locate and identify a site for your Uncle Louie G Operating Unit that meets our standards and specifications, (b) negotiate and obtain a lease agreement for your approved site, (c) obtain third-party lender financing, if necessary, (d) obtain building and construction permits, (d) obtain necessary licenses, (e) complete your initial training obligations, and (f) seasonal factors and climate depending on the geographic location of your Operating Unit.

If your Operating Unit is an Uncle Louie G Mobile Concession Trailer, factors that may affect the estimated time period for the commencement of your operations, include your ability to: (a) locate and identify a temporary venues and Events from which you will operate your Uncle Louie G

Mobile Concession Trailer, (b) obtain third-party lender financing, if necessary, (c) obtain necessary licenses, (d) complete your initial training obligations, and (e) seasonal factors and climate depending on the geographic location of your Operating Unit. (a) that Other factors that may affect this time period include availability of equipment, delays associated with equipment installation and the construction and/or installation of your leasehold improvements and fixtures.

If your Uncle Louie G Operating Unit is a Retail Store or Fixed Location Kiosk, you must commence the operations of your Uncle Louie G Business within 12 months from the date of signing your Franchise Agreement. If your Uncle Louie G Operating Unit is a Mobile Concession Trailer, you must commence the operations of your Uncle Louie G Business within 9 months from the date of signing your Franchise Agreement. You must obtain our approval to open your Uncle Louie G Business.

ITEM 12
TERRITORY

If your franchise is a Standard Fixed Location Franchise then you may operate only one Fixed Location Uncle Louie G Operating Unit comprised of either one Retail Store or one Fixed Location Kiosk.

If your Uncle Louie G Operating Unit is a Retail Store or Fixed Location Kiosk, your territory will be comprised of an operating area described below. If your Uncle Louie G Operating Unit is a Mobile Concession Trailer you will not be afforded any territory or operating area. You may not operate a Mobile Concession Trailer within the operating area of a Retail Store or Fixed Location Kiosk. Also, as described below, you may not operate your Mobile Concession Trailer at a protected event.

Fixed Location Uncle Louie G Operating Unit

A Fixed Location Uncle Louie G Operating Unit is either a Retail Store or a Fixed Location Kiosk. If your Operating Unit is a Fixed Location Uncle Louie G Operating Unit, under the Franchise Agreement we will grant to you the right to develop and operate a Retail Store or a Fixed Location Kiosk at a specific location selected by you but provided that we have issued a written notice of no objection. You will locate and operate your Fixed Location Uncle Louie G Operating Unit from a single location within an operating area. You will not have the right to develop or establish additional Uncle Louie G Retail Stores or Fixed Location Kiosks within the Operating Area. Once you identify a site for your Uncle Louie G Fixed Location Operating Unit and we issue a written notice of no objection, we will then designate an area around your site as your operating area (the "Operating Area"). The area that we designate as your Operating Area shall be determined by us. The Operating Area will be identified in your Franchise Agreement and will typically be a radius within which will be the location of your Operating Unit will be located. We intend to provide you with an Operating Area radius (within which your Fixed Location Uncle Louie G Operating Unit will be located) of between one-tenth of a mile and one-half of a mile, depending on the density of the population around your Fixed Location Uncle Louie G Operating Unit. You may not relocate your Operating Unit without our prior written

approval, which approval will typically be granted as long as the relocation occurs within your Operating Area and in our determination will not be detrimental to other franchisees or to us. You may not use other channels of distribution, such as wholesale, internet, catalog sales, or other direct marketing to make product sales outside of and apart from your Operating Unit.

If at the time of determining your Operating Area, your Operating Area geographically includes a location that was previously designated as a Protected Event, then the location of the Event (no matter the proximity to your Operating Unit) shall be excluded from your Operating Area.

Mobile Concession Trailer Operating Unit

For Operating Units that are Mobile Concession Trailer Operating Units we do not offer territories and we do not offer an Operating Area. You may face competition from other franchisees, from Uncle Louie G Retail Stores, from Uncle Louie G Fixed Location Kiosks, from other Uncle Louie G Mobile Concession Trailers, from us and other channels of distribution. You will not have an exclusive right to any particular market or customers. You may not operate your Mobile Concession Trailer within the Operating Territory of any other Uncle Louie G Retail Store or Fixed Location Trailer. You may not operate your Mobile Concession Trailer at a Protected Event of another franchisee. You may not use other channels of distribution, such as wholesale, internet, catalog sales, or other direct marketing to make product sales outside of and apart from your Operating Unit.

If you are operating your Mobile Concession Trailer at Events, you may operate at an Event, except for a Protected Event of another franchisee or an Event located within the Operating Area of another franchisee. A "Protected Event" is an Event for which a franchisee (a) obtains a written contract from the appropriate Event organizer and entity to operate one or more Uncle Louie G Mobile Concession Trailers at the Event; (b) operates a Uncle Louie G Trailer at the most recent occurrence of the Event; (c) timely notifies us of the Event and timely submits to us, in writing, information in our then current Event protect form which shall contain the Event dates, names and contact information of the organizer, costs and number of Operating Units desired by the organizer; and (d) maintains protection of the Event by operating one or more Uncle Louie G Mobile Concession Trailers at each occurrence of the Protected Event, continues to have approval of the appropriate Event organizer and timely submits, updates and renews an Event protection form with not less frequently than annually. A Protected Event provides the franchisee with the right of first refusal to add additional mobile Operating Units at the Event or to expand the Uncle Louie G Products sold at the Protected Event. The opportunity to fulfill an Events needs and, for example, to increase the number of Uncle Louie G Operating Units at the Event, is first offered to the protected franchisee. If the protected franchisee elects to forego the opportunity on expanding the product offering or the number of Uncle Louie G Mobile Concession Trailers at the Protected Event, another franchisee may take advantage of the opportunity and apply for Protected Event status covering their participation at the Event.

As to all Operating Units, whether a Retail Store, a Fixed Location Kiosk or a Mobile Concession

Trailer, we retain all other rights and on any terms and conditions that we deem advisable and without giving you any consideration and may, among other things:

4. Use and license others to use the Marks and the System for the operation of Uncle Louie G Businesses at any location other than within the Operating Territory (if any) of a Franchisee or at a Protected Event;

2. Establish company-owned or franchisee-operated businesses that sell similar products and/or services under different trade names or trademarks other than the Marks or System;

3. Sell products or services under the Marks, or any other marks, through any other wholesale or retail outlets (including, if applicable, within your Operating Territory), and we may establish other channels of distribution providing the same or similar services under the same or a different trade name or trademark; and

4. Acquire, merge with, or be acquired by any other business, including a business that competes directly with your Operating Units and, if applicable, within your Operating Territory.

Because we reserve the above rights, we must disclose the following statement: You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If your Operating Unit is a Retail Store or a Fixed Location Kiosk and the location for such Operating Unit is not known at the time of signing the Franchise Agreement, you will not secure an Operating Area until we issue a written notice of no objection as to the specific location selected by you. Until we issue a written notice of no objection we cannot make or identify the scope or size as to any potential Operating Area that may or may not be granted to you.

You may only offer and sell products from the physical location of your Uncle Louie G Operating Unit, only according to the requirements of Operations Manual and only to (a) retail customers for consumption on the premises or site of your Uncle Louie G Operating Unit or for personal carry-out consumption.

If your Operating Unit is a Retail Store or Fixed Location Kiosk and you are granted an Operating Area, the continuation of your Operating Area is not dependent upon the achievement of a certain sales volume, market penetration or any other contingency other than your continued compliance with and satisfaction of the terms and conditions of your Franchise Agreement. The Franchise Agreement does not grant any options, rights of first refusal or similar rights to you for the acquisition of additional franchises within your Operating Area or contiguous areas. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We possess the right to approve and grant franchise rights for other Uncle Louie G Operating Units to be established outside the Operating Area (if any), even though these Operating Units may compete for customers within your Operating Area.

ITEM 13
TRADEMARKS

Pursuant to the terms of the franchise agreement, you will be granted a license to utilize the following principal trademarks ("Marks") registered with the U.S. Patent and Trademark Office ("USPTO"):

Description of Mark	Registration Number	Principal or Supplemental Register of the USPTO	Registration Date
	3833827	Principal	August 17, 2010

We have filed all required affidavits and renewals.

You may only use the Marks in the manner authorized by us in writing and pursuant to the terms of the franchise agreement. You may not use Marks in connection with the name of your corporation, limited liability company or other corporate entity that you may establish in connection with the operations of your Uncle Louie G Franchise.

There are no currently effective material determinations of the USPTO, the Trademark and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceedings in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There is no pending material federal or state court litigation regarding our use or ownership rights in the Marks.

There are no currently effective agreements that significantly limit our rights to use or license the Marks.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us in writing. We are not required to take affirmative action when notified of these uses or claims.

If we discontinue or modify our Marks, you must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using these marks are your responsibility.

We know of no superior rights or infringing uses that could materially affect your use of the Marks anywhere.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents**,** we have copyrighted or may copyright advertising materials and design specifications, our Operations Manual and other written materials and items. We have not applied to the United States Copyright Office to register these copyrights.

You must keep as confidential our Operations Manual, any supplements to the Operations Manual and any other manuals or written materials used in your Uncle Louie G Operating Unit. The Operations Manual contains information about our system, secret recipes Uncle Louie G Products and, among other things, confidential methods of operation. We consider the information a trade secret and extremely confidential. You must use all reasonable means to keep this information confidential and prevent any unauthorized copy, duplication, record or reproduction of this information. You must also require your employees to sign confidentiality agreements that will require them to keep confidential, both during and after their employment, all information designated by us as confidential.

You must immediately inform us if you learn of any unauthorized use, infringement or challenge to the copyrighted materials, proprietary or confidential information, including but not limited to our Operations Manual. We will take any and all action(s) (or refrain from same) that we determine, in our sole discretion, to be appropriate. We may control any action we choose to bring. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright or patent. If any third-party establishes to our satisfaction, in our sole discretion, that its right to these materials are superior, then you must modify or discontinue your use of these materials in accordance with our written instructions.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You or your managing shareholder or partner are not required to personally participate in the direct day-to-day management and operations of your Uncle Louie G Operating Unit, provided that the direct day-to-day management and operation of your Uncle Louie G Operating Unit is managed by a designated employee manager who has completed our training program. Your Managers and all other employees who will have access to the Operations Manual must each sign confidentiality agreements requiring them to keep confidential, both during and after their employment, all information designated by us as confidential and proprietary.

Each individual franchisee or, if you are an entity, each of your members, shareholders and/or partners, must personally guarantee all of your obligations to us under the Franchise Agreement. If you are a business entity, then each principal of the franchisee business entity must personally guarantee all of franchisee's obligations to us under the Franchise Agreement. You must also

promise in writing that during the term of the Franchise Agreement you will not participate in any business that in any way competes with an Uncle Louie G Operating Unit, and that for thirty-six (36) months after the expiration of termination of the Franchise Agreement, you will not participate in any business that is substantially similar to, or, sells similar products to Uncle Louie G, including, but not limited to, the sale of Italian ice, ice cream, cakes, frozen yogurt custard or other frozen desserts/confections. Your Managers may be required by us to sign non-competition agreements.

ITEM 16
RESTRICTIONS ON PRODUCTS AND SERVICES SOLD

You may only sell the products and services specified or approved by us in writing. You must sell the products and services required by us. We can change the products and services that you must offer. There is no limitation on our right to change the products and services offered by Uncle Louie G Operating Units. You are not limited to whom you may sell your products and services, provided you do so from the location of the Franchised Business and in compliance with the standards we have determined for the System.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Article 2.B	Ten (10) Years.
b.	Renewal or extension of the term	Article 17	If you are not in default of the Franchise Agreement you have an option to renew for one additional term of ten (10) years. "Renewal" means the right to continue to be a part of the System as a franchisee; provided, you sign the then current Franchise Agreement and otherwise meet the conditions in the Franchise Agreement.
c.	Requirements for franchisee to renew or extend rights as an Uncle Louie G Franchisee.	Article 17	You must give us not less than six (6) months nor more than twelve (12) months written notice; have complied with all material terms and conditions of your current Franchise Agreement; paid all monetary obligations owed to ULG; agree in writing to remodel, modernize and

	Provision	Section in Franchise Agreement	Summary
			redecorate your Uncle Louie G Operating Unit; have the right to continue to occupy the Uncle Louie G Operating Unit premises; you and your Managers have been retrained; you and your principals sign a general release of any claims against ULG; and sign our then current standard Franchise Agreement, which may contain different terms than your previous Uncle Louie G Franchise Agreement. The then-current form of Franchise Agreement may contain terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d.	Termination by franchisee	Article 18.C	You may terminate the Franchise Agreement by selling pursuant to the terms of the Agreement or by not renewing.
e.	Termination by franchisor without cause	N/A	Not Applicable
f.	Termination by franchisor with "cause"	Article 18	If you breach your Franchise Agreement.
g.	"Cause" defined-curable defaults	Article 18.B	Violation of franchise agreement or Manual (except as to violations in row "h" below); past due monies, fail to maintain or cancel required insurance.
h.	"Cause" defined-non-curable defaults	Article 18.A	Do not pass training; fail to open; insolvency; violation of law; abandonment; false representation; fraud; breach of confidentiality; final judgment; breach of other agreement; danger to health or safety; fail to pay suppliers; refuse an audit; 3 or more breaches in 12 months.

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/ nonrenewal	Article 19	You must cease representing yourself as an Uncle Louie G Franchisee; cease using ULG's Marks and System; immediately pay what you owe ULG pursuant to the Franchise Agreement; immediately return all printed materials provided to you by ULG; alter the appearance of your Uncle Louie G Operating Unit; transfer your telephone directory listings to ULG; cease using Uncle Louie G Products and ULG approved suppliers; and transfer your Domain Names, Websites and Search Engines to ULG.
j.	Assignment of the contract by franchisor	Article 16.A	No restriction on ULG's right to assign.
k.	"Transfer" by franchisee-definition	Articles 1 and 16.B	An assignment, sale, or gift; assignment to owned or controlled corporation; assignment if death or disability; sale of capital stock to the public; or grant of mortgage, lien, or security interest.
l.	Franchisor's approval of transfer by franchisee	Article 16.B	Transfers require our prior written consent, which may be granted or withheld in our discretion.
m.	Conditions for franchisor's approval of transfer	Article 16.C	Provide ULG 30 days written notice of the transfer; pay all money owed to ULG; complete a written agreement between you and ULG; you and ULG sign a joint and mutual release; transferee meets ULG's standards; transferee signs a transfer and assignment agreement and if required signs the current form of franchise agreement; transferee and managers successfully completes training program; transferee has acquired the right to occupy the store premises; transferee has acquired all valid licenses; and you pay the transfer fee.
n.	Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable

	Provision	Section in Franchise Agreement	Summary
o.	Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p.	Death or disability of franchisee	Article 16.E	The executor or other personal representative or the remaining shareholders must appoint a manager within a reasonable period of time and that manager must attend training; if you are an individual, your Franchise Agreement may be transferred to your beneficiary without paying a transfer fee to ULG.
q.	Non-competition covenants during the term of the franchise	Article 8.A	You may not offer competitive products or services in the United States.
r.	Noncompetition covenants after the franchise is terminated or expires	Article 8.B	You may not offer competitive products or services for 2 years within 25 miles of your prior outlet or any other Uncle Louie G outlet at the time.
s.	Modification of the agreement	Article 20	Only by written agreement between you and ULG.
t.	Integration/merger clauses	Article 22	Only the terms of the Uncle Louie G Operating Unit Franchise Agreement are binding (subject to state law). Any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Article 23.I.	You must mediate and arbitrate claims against us.
v.	Choice of forum	Article 23.B. and 23.I.	Arbitration and litigation must be in New York (subject to applicable state law)
w.	Choice of law	Article 23.A.	New York law governs (subject to applicable state law)

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote its franchise. No public figure is currently involved in the management of ULG.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Dino Russo, Uncle Louie Gee I, Inc. at 115 Johnson Street, Staten Island, New York 10309 and by telephone at (718) 966-3763.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	17	15	-2
	2021	15	20	+5
	2022	20	26	+6
Company Owned	2020	0	0	0
	2021	0	0	0
	2022	0	**0**	**0**

Total Outlets	2020	17	15	-2
	2021	15	20	+5
	2022	20	26	+6

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2020 to 2022

State	Year	Number of Transfers
New York	2020	0
	2021	2
	2022	0
Totals	2020	0
	2021	2
	2022	0

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS*
FOR YEARS 2020 to 2022

State	Year	Outlets at start of year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of year
Florida	2020	3	0	0	0	0	0	3
	2021	3	2	0	0	0	2	3
	2022	3	2	0	0	0	0	5

State	Year	Outlets at start of year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of year
New Jersey	2020	5	0	0	0	0	0	5
	2021	5	2	0	0	0	0	7
	2022	7	0	0	0	0	1	6
New York	2020	7	0	0	0	0	2	5
	2021	5	4	0	0	0	1	8
	2022	8	4	0	0	0	0	12
South Carolina	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Texas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Totals	2020	17	0	0	0	0	2	15
	2021	15	8	0	0	0	3	20
	2022	20	7	0	0	0	1	26

TABLE NO. 4
STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2020 to 2022

State	Year	Outlets at start of year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at end of year
New York	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

TABLE NO. 5
Projected Openings as of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	1	3	0
New Jersey	1	2	0
New York	1	3	0
Pennsylvania	0	1	0
TOTALS	3	9	0

Exhibit E contains a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Exhibit F contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not

communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We are not aware of any trademark-specific franchisee organizations associated with the franchise system being offered.

ITEM 21
FINANCIAL STATEMENTS

Exhibit G contains our audited financial statements for our fiscal years ended December 31, 2022, 2021, and 2020.

ITEM 22
CONTRACTS

The following proposed agreements are part of this franchise offering:

EXHIBIT B	FRANCHISE AGREEMENT
APPENDIX 1(a)	FRANCHISE TYPE AND OPERATING UNIT TYPE ACKNOWLEDGMENT
APPENDIX 1(b)	PERMANENT SITE LOCATION ACKNOWLEDGMENT
APPENDIX 1(c)	OPERATING AREA
APPENDIX 2	STATEMENT OF OWNERSHIP INTERESTS AND PRINCIPALS
APPENDIX 3	FLORIDA ADDENDUM TO THE FRANCHISE AGREEMENT
EXHIBIT C	GENERAL RELEASE

ITEM 23
RECEIPTS

Exhibit I contains two copies of a detachable receipt. Please sign and date both copies, retaining one for your records and returning the other copy to us.

EXHIBIT A
TO THE DISCLOSURE DOCUMENT

STATE ADMINISTRATORS and AGENTS FOR SERVICE OF PROCESS

State Administrators and Agents for Service of Process

State	State Administrator	Agent for Service of Process
California	The Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 2101 Arena Blvd. Sacramento, CA 95834 1-866-275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204
Kentucky	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place	Maryland Securities Commissioner 200 St. Paul Place

	Baltimore, MD 21202 (410) 576-6360	Baltimore, MD 21202-2020
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492 Phone
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-773-3563	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State	

	Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769	
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9th Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Washington State Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

EXHIBIT B
TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

Uncle Louie G
Franchise Agreement

_____

Franchisee

UNCLE LOUIE G FRANCHISE AGREEMENT
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APPENDIX 2 STATEMENT OF OWNERSHIP INTERESTS AND PRINCIPALS
APPENDIX 3 FLORIDA ADDENDUM TO THE FRANCHISE AGREEMENT

Uncle Louie G Franchise Agreement

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into this __ day of ___, 20__, ("Effective Date") by and between Uncle Louie Gee I, Inc. a New York corporation with an address located at 115 Johnson Street, Staten Island, New York 10309, ("Franchisor," "we," "us," "our") and _____ ("Franchisee," "you," "your).

RECITATIONS

WHEREAS, Uncle Louie Gee I, Inc. has developed a unique, distinctive, and proprietary system ("System") for the establishment, development, and operation of retail stores, fixed location kiosks, and mobile concession trailers ("Uncle Louie G Operating Units" or "Operating Units") that serve Italian ices, ice cream, cakes and other approved menu items ("Uncle Louie G Products") for on-site consumption or carry out ("Uncle Louie G Business" or "Business"); and

WHEREAS, Franchisee and all Signators identified on the signature page to this Agreement desire to utilize our System and our trade names, service marks, and trademarks (collectively, the "Marks); and

NOW, THEREFORE, for value received, we and Franchisee ("the Parties") agree as follows:

1. GRANT OF FRANCHISE

A. Subject to the terms of this Agreement, we grant you an Uncle Louie G Business using our system and territory described in Appendix 1 ("Territory"). You agree to abide by the terms of this Agreement.

B. If we are granting you franchise rights to establish and operate one fixed location Business unit ("Standard Fixed Location Franchise"), then we grant you the non-exclusive license and right to establish and operate one business location ("Operating Unit") that utilizes the Marks in the Operating Areas identified in Appendix 1 ("Operating Agreement"). Your Operating Unit will be either:

1. A fixed and permanent location that is used exclusively for the operation of an Uncle Louie G Business and the exclusive retail sale of Uncle Louie G products ("Retail Store"); or
2. A fixed and permanently located Uncle Louie G Business that
   (1) is constructed as an independent kiosk located within another retail store, location, or limited service section of business locations, including but not limited to malls, airports, hotels, business complexes, colleges, schools, arenas, auditoriums, entertainment complexes, and other non-traditional locations, and
   (2) is used exclusively for the operation of an Uncle Louie G Business and the exclusive retail sale of Uncle Louie G products ("Fixed Location Kiosk").

C. Appendix 1 will identify which type of Operating Unit will be your Operating Unit.

D. The franchise rights stated here are granted subject to the terms of this Agreement and subject to you maintaining and operating your Business in conformity with the System.

2. TERM

A. This Agreement will be effective for a ten (10) year term beginning on the Effective Date specified in this Agreement.

B. For the purpose of evaluating and identifying the commencement and expiration of certain obligations and/or rights set forth in this Agreement, the Term of this Agreement will be the earlier of

i) The date in which your Operating Unit commences selling Uncle Louie G Products ("Actual Opening Date"), or

ii) the date occurring on the 12-month anniversary of the Effective Date of this Agreement if your unit is a Retail Store or Fixed Kiosk Location, or the date occurring on the 9-month anniversary of the Effective Date of this Agreement if your unit is a Mobile Concession Trailer, ("Scheduled Business Commencement Date")

The Term will automatically expire the earlier of (i) the Tenth (10^{th}) anniversary of the Actual Opening Date, or (ii) the Tenth (10^{th}) anniversary of the Scheduled Business Commencement Date.

3. OPERATING AREA

A. If your Operating Unit is a Retail Store or a Fixed Location Kiosk, we cannot consider issuing or granting you an Operating Area until we have issued a written notice of no objection as to a specific location chosen by you.

i) Once you have identified a site for your Retail Store or Fixed Location Kiosk, have provided us with the information regarding the area, and we have issued a written notice of no objection, then we, in our sole discretion, will designate an area around your Uncle Louie G Retail Store or Fixed Location Kiosk as the "Operating Area".

ii) We make no representations as to the scope or size of any Operating Area that may be granted except that

1. your designated Operating Area will be determined exclusively by us, and

2. that the Operating Area will comprise an area that includes your permanent site and will have a geographic radius of not less than one-half of a mile, except in dense urban geographic areas and centers (as such density is determined by us) where the geographic radius for calculation of the Operating Area may be much less than a one-half mile radius but not less than a one-tenth of a mile radius.

iii) If your Operating Area includes a site for a venue or event that is controlled, conducted, and organized by a third-party organizer and/or owners and occurs on a temporary, one-time, or periodic non-permanent basis ("Event") and that Event that has been previously designated as a ("Protected Event") by another Uncle Louie G franchisee or licensee such that they have obtained a written contract from the Event organizer, operated a Mobile Concession Trailer at the most recent event, notified us of the event by submitting an Event Protection Form, and the franchisee maintains protection of the event then we may exclude the particular Protected Event site from your Operating Area even if such Protected Event is located within the boundaries of the Operating Area.

B. You acknowledge that if you want certainty as to your Operating Area, then you will not sign this Agreement until you have identified and secured a location for which we will issue a written notice of no objection.

C. If your Operating Unit is a Mobile Concession Trailer, then you will not be afforded an Operating Area.

D. Except as provided in this Agreement, and subject to your compliance with the terms and conditions of this Agreement, if your Operating Unit is a Retail Store or a Fixed Location Kiosk, then you shall not establish nor authorize any person or entity to establish an Uncle Louie G Operating Unit in your Operating Area during the Term of this Agreement.

4. FRANCHISEE DEVELOPMENT AND COMMENCEMENT OF OPERATIONS

A. Site Selection of Retail Store and Fixed Location Kiosk Operating Units

i) If your operating unit is a Retail Store or Fixed Location Kiosk, then you are solely responsible for selecting the site of your Uncle Louie G Operating Unit. You will not lease, purchase, or otherwise acquire a site for your Operating Unit until

1. you have provided us with information regarding the proposed site, and
2. we have issued a notice of no objection for the proposed site within a reasonably expedient time period, but not exceeding sixty (60) days, following our receipt of complete information about the proposed site.

ii) Our review of the site will not be deemed to be a warranty, representation, or guaranty by us that if you open your operating unit that the site then it will be a financial success.

1. You must, at your own expense, construct your Operating Unit in compliance with the prototype plans and specifications.

B. Site Development of Retail Store and Fixed Location Kiosk Operating Units

i) Once we have issued a notice of no objection, we will furnish you with our then-current preliminary plans and specifications for an Uncle Louie G Operating Unit, reflecting our general requirements for dimensions, interior design and layout, image, building materials, fixtures, equipment, furniture, signs, and décor.

ii) You must, at your own expense, construct your Operating Unit in compliance with the prototype plans and specifications.

iii) Promptly after signing a lease or closing on a purchase of the premises of your Operating Unit and being furnished with the prototype plans and specifications, you will do or cause the following to be done:

1. Prepare and submit to us for approval, any proposed modifications to our prototype plans and specifications and/or the plans and specifications prepared by the design consultants designated by us and hired by you, which may be modified only to the extent necessary to comply with applicable ordinances, building codes, permit requirements and lease or deed requirements and restrictions.

(1) All modifications are subject to prior notifications to, and approval by, us. Our approval will not be unreasonably withheld. In reviewing the plans, we will consider the degree to which the proposed plans deviate from our prototype plans.

If we determine, in our sole discretion, that any plans are not consistent with our prototype plans and specifications, we may prohibit implementation of the plans.

(2) We will notify you within thirty (30) days from the date you deliver your plans to us as to whether we approve or object to your plans. If we fail to notify you of our approval or objection to the plans within thirty (30) days, then we shall be deemed to have approved of the plans. If we object to your plans, then you must modify the plans to address the objections and resubmit the revised plans to Franchisor for approval. We will approve or reject the revised plans within fifteen (15) days of receipt of revised plans.

2. Obtain all required building, utility, sign, health, sanitation, liquor, and business permits and licenses, and any other required permits and licenses.

3. Construct all required improvements to the premises, purchase and install all required fixtures and equipment, and decorate the premises in compliance with the plans and specifications approved in writing by us and all applicable ordinances, building codes, permit requirements, and lease or deed requirements and restrictions.

4. Use, in the construction and operation of the Operating Unit, only those types of construction and decorating materials, fixtures, equipment, furniture, and signs that we have approved or designated in the Operations Manual for Uncle Louie G Operating Units as meeting its specifications and standards for appearance, function, and performance. You may purchase approved or designated types of construction and decorating materials, fixtures, equipment, furniture and signs from any supplier approved or designated by us.

5. Provide us with timely written reports regarding the process of construction and remodeling in compliance with our specifications.

6. Establish filing, accounting, and inventory control systems, that conform to the requirements prescribed by us, if any.

iv) You are solely responsible for the accuracy of the plans you submit, and the integrity of the construction of Franchisee's Uncle Louie G.

C. Commencing Business Operations at Retail Stores and Fixed Location Kiosks

i) You will not open your Operating Unit for business without our prior approval and compliance with the requirements of this Agreement and the opening criteria established in the Operations Manual.

ii) You shall complete the development of your Operating Unit and open your Operating Unit for business on or before the Scheduled Business Commencement Date.

iii) Your failure to establish and open your Operating Unit in accordance with the terms of this Agreement on or before the Scheduled Business Commencement Date will constitute a material breach of this agreement.

D. Relocation of Permanent Site

i) For Operating Units that are Retail Stores and Fixed Location Kiosks, you may relocate your Fixed Location Operating Unit from your originally approved Permanent Site if you obtain written approval from us, which we may withhold in our sole discretion.

ii) Your failure to obtain our written approval prior to the relocation of your Operating Unit from its Permanent Site or your failure to have the new location open for business within one hundred and twenty (120) days after your original Permanent Site is closed will be a material breach of this Agreement.

iii) You expressly understand and acknowledge that under no circumstance will our consent to relocation alter or expand your Operating Area. Relocation, if permitted and approved by us, must be within your Operating Area.

E. Development of Mobile Concession Trailer

i) If your Operating Unit is a Mobile Concession Trailer, then you must purchase the Concession Trailer from us or our designee. At the time of signing this Agreement, you will select among our then current options for Concession Trailers and will order and pay for your Concession Trailer.

1. You shall maintain your Concession Trailer in clean and good working order.
2. You must have your Concession Trailer inspected by a licensed mechanic at least once per year to ensure safety and compliance with applicable vehicle safety standards, rules, and regulation.
3. You must register and keep your Concession Trailer registered and licensed as a commercial vehicle or trailer.
4. You must ensure that your operation of the Concession Trailer is legal, and meets all requirements of local, state, and federal laws regarding vehicles, the operation of vehicles, and the towing of commercial trailers. You must also ensure that your Tow Vehicle meets all other health and safety laws.

ii) If you are required to modify the Mobile Concession Trailer for health or safety reasons, you must document and provide us with written information regarding the required and/or requested changes.

iii) You must, at your sole cost and expense, acquire, own, or lease a vehicle to transport your concession trailer ("Tow Vehicle").

1. You must maintain your Tow Vehicle in good and working order.
2. You must have your Tow Vehicle inspected by a licensed mechanic at least once per year to ensure safety and compliance with applicable vehicle safety standards, rules, and regulation
3. You must register and keep your Tow Vehicle registered as a commercial vehicle.
4. You must ensure that your Tow Vehicle possesses the required towing capacity to legally and safely transport the Concession Trailer.
5. You must ensure that your operation of the Tow Vehicle is legal, and meets all requirements of local, state, and federal laws regarding vehicles, the operation of vehicles, and the towing of commercial trailers. You must also ensure that your Tow Vehicle meets all other health and safety laws.

F. Commencing Business Operations of Mobile Concession Trailer

i) You will not open your Operating Unit for business without our prior approval and compliance with the requirements of this Agreement and the opening criteria established in the Operations Manual.

ii) We will deliver the Mobile Concession Trailer to you prior to the Scheduled Business Commencement Date.

iii) Your failure to establish and commence the day-to-day operations of your Mobile Concession Trailer where you offer and sell Uncle Louie G Products to the public on or before the Scheduled Business Commencement Date will constitute a material breach of this Agreement.

5. TRAINING AND OPERATING ASSISTANCE

A. Managers Training Program

i) We will provide you with a managers training program as to the operation of an Uncle Louie G Operating Unit ("Managers Training Program"). The Managers Training Program must be successfully completed by managers and other supervisory personnel before the opening of your Operating Unit. If you are going to be a part of the management team, then you must also attend the Managers Training Program.

1. For Operating Units that are Retail Stores and Fixed Location Kiosks, you acknowledge and understand that the Managing Principal and other supervisory personnel are required to participate in, attend, and successfully complete the Managers Training Program at least 90 days prior to the earlier of the Scheduled Business Commencement Date or the Actual Opening Date of Franchisee's Fixed Location Operating Unit.

2. For Operating Units that are Mobile Concession Trailers, you acknowledge and understand that the Managing Principal and other supervisory personnel are required to participate in, attend, and successfully complete the Managers Training Program at least 30 days prior to the earlier of the Scheduled Business Commencement Date or the Actual Opening Date of Franchisee's Fixed Location Operating Unit.

ii) The Managers Training Program may be structured, configured, and established by us from time-to-time. The Managers Training Program may be structured so that it is offered and completed by you and your managers in various phases that may require participation in interactive webinar sessions and on-site training at an Uncle Louie G Operating Unit that we have approved for training franchisee ("**Certified Training Operating Unit**").

iii) If, at any time during any training program, we determine that a proposed Manager is not qualified to manage your Uncle Louie G Operating Unit, we will notify you and you will select and enroll a substitute manager in the Managers Training Program.

1. We will determine whether a manager in training is qualified based on their successful compliance with the training curriculum.

2. You acknowledge that our determination that a manager has successfully completed the training curriculum is not a representation or warranty of any kind, express or implied, that such manager will successfully perform his or her duties as a manager of your Operating Unit.

iv) You and your managers must also attend and successfully complete all refresher training courses, additional training programs, and seminars as we may periodically offer.

1. We will provide instructors and training materials for those programs and seminars, but we reserve the right to assess you reasonable charges for such training.

2. You are responsible for all expenses any employee incurs in conjunction with attendance and participation in these programs and seminars, including, without limitation, the cost of transportation, lodging, meals and any salaries and other wages.

v) You shall pay for all expenses any manager or employee incurs in conjunction with attendance and participation in the Managers Training Program and/or any subsequent training. This includes, but is not limited to, the salaries, fringe benefits, payroll taxes, unemployment compensations, workers' compensation insurance, lodging, food, automobile rental, travel costs and all other expenses for all persons who attend any training programs on your behalf.

vi) If training is provided at your Permanent Site by a representative of us, if we elect to do so, then you will pay for the reasonable travel costs, lodging, food, automobile rental and other expenses incurred by our representative in conjunction with such training.

B. Employee Training

You shall be responsible for the initial and ongoing training of all your other employees. The training will include classroom and on-the-job instruction.

C. Operating Assistance

From time to time, we may elect to provide you assistance, as we deem appropriate, relating to the operation of your Operating Unit. This operating assistance may include:

i) Providing you with operating procedures utilized by Uncle Louie G Operating Units, including new developments in areas of store design, management, sales promotion, service concepts, and systems associated with the sale of products that may be pertinent to the operation of your Uncle Louie G Operating Unit.

ii) Evaluating your Operating Unit, and the services and products provided to ensure compliance with our standards of quality.

iii) Providing marketing and promotion of services and products that may be authorized for Uncle Louie G Operating Units.

iv) Formulating and implementing advertising and promotional programs.

v) Establishing the operation of administrative and general operating procedures for proper operation of an Uncle Louie G Operating Unit.

vi) Providing advice concerning techniques of marketing and merchandising the Franchisee's Uncle Louie G Operating Unit, including new developments and improvements in merchandising as well as product inventory and source specifications.

vii) Providing a list of approved suppliers as Franchisor deems appropriate.

viii) Coordinating an annual meeting, at Franchisor's discretion, to which each franchisee in good standing will be invited. Franchisor may elect to combine this meeting with the meeting for general managers referenced in Subsection (10) below. Franchisee shall be

responsible for all expenses of its personnel attending the annual meeting, including travel, meals and lodging.

ix) Providing assistance with the training programs for your new employees to maintain brand consistency

We may furnish guidance to you in the form of the Operations Manual, bulletins, other written materials, telephonic consultations, and/or consultations at your offices or at your Operating Unit in conjunction with an inspection of your Operating Unit.

Additional assistance is, at the sole discretion of Franchisor, available at per diem charges established by us.

D. Certified Training Operating Unit

i) We may certify your Uncle Louie G Operating Unit for management training. Your Operating Unit may become a Certified Training Operating Unit by meeting criteria established by us.

ii) Your Operating Unit may lose the status of being an approved Certified Training Operating Unit if it is determined that the Operating Unit is inconsistent in the execution of the standards of a Certified Training Operating Unit.

E. Operations Manual

i) We will loan or offer access to you during the Term of the Operations Manual. You must keep your copy of the Operations Manual current in a secure place at your Uncle Louie G Operating Unit.

ii) The Operations Manual contains mandatory and suggested specifications, standards, and operating procedures we prescribe for Uncle Louie G Operating Units and information relative to your other obligations.

iii) You may only offer the services and sell the products we expressly authorize in the Operation Manual. In addition, your Operating Unit must be in conformity with the Operating Manual.

iv) We have the right to add to, and otherwise modify, the Operations Manual to reflect changes in authorized products and services, specifications, standards and operating procedures of an Uncle Louie G Operating Unit.

1. We will give you written notice of the changes required and the period of time within which you must implement the changes.

v) If there is a dispute relative to the contents of the Operations Manual, then the master copy of the Operations Manual that we maintain at our principal office controls

6. FEES

A. Initial Franchise Fee

Upon execution of this Agreement, you shall pay to us a non-recurring initial franchisee fee (the "Initial Franchise Fee"). The initial franchise fees are as follows:

Type of Outlet	Initial Franchise Fee in Florida	Initial Franchise Fee Elsewhere
Standard Fixed Location	$15,000 (for a store under 1,000 square feet) $25,000 (for a store of 1,000 square feet or greater)	$15,000
Mobile Concession Trailer	$10,000	$5,000
Kiosk	$5,000	$5,000

i) The initial franchise fee is fully earned upon execution of this Agreement and is not refundable.

B. Mandatory Payments and Purchase of Uncle Louie G Products, Supplies, and Equipment

i) We do not charge a traditional continuing royalty fee such as, for example, a fixed percentage of the Gross Sales of your Uncle Louie G Business.

ii) You shall purchase all Uncle Louie G products and all Uncle Louie G supplies and equipment from us and/or our affiliates or designated suppliers at list prices, determined and published by us from time to time.

iii) In purchasing Uncle Louie G products, supplies, and equipment, you acknowledge that:

1. You will earn revenue and profits from your purchase of Uncle Louie G products, supplies, and equipment;
2. We possess the sole and exclusive right to determine what products constitute Uncle Louie G Products and what supplies and equipment constitute Uncle Louie G Supplies and Equipment;
3. We shall exclusively determine the list price that you must pay us and/or our affiliates for the purchase Uncle Louie G products, supplies, and equipment.
   (1) We reserve the right to modify such list prices from time-to-time and season-to-season;

iv) You shall not substitute any Uncle Louie G products, supplies, or equipment in your Uncle Louie G Business operations, irrespective of the alternative source and irrespective of quality, ingredients and/or specifications, even if such substitute products and/or supplies and equipment are claimed to constitute equal or greater quality and lower cost; and

v) At all times throughout the Term of this Agreement, your Operating Unit(s) shall exclusively sell Uncle Louie G Products, and shall exclusively utilize Uncle Louie G Supplies and Equipment.

C. Brand Development Fund

Reserved

D. Authorization Agreement and Payment Method

i) At least thirty (30) days prior to the commencement of the business operations of your Uncle Louie G Business, you shall execute an authorization agreement, in a form

proscribed by us, for preauthorized payment of all purchases of Uncle Louie G products, supplies, and equipment by electronic transfer of funds from your bank account to the bank account that we designate.

ii) We may require you to pay amounts due under this Agreement by means other than automatic debit whenever we deem appropriate, and you agree to comply with our payment instructions.

E. Payment Due Date, Late Payments, and Collection Costs

i) All payments shall be immediately due upon our invoicing or on the due date otherwise designated by us on the invoice (the "Due Date").

ii) If you fail to have sufficient funds in your account or otherwise fail to pay any invoice from us by the Due Date, you shall owe, in addition to the invoice amounts, a late charge equivalent to the lesser of five percent (5%) per invoice or Fifty Dollars ($50); provided, however, in no event will you be required to pay a late fee at a rate greater than the maximum commercial contract interest rate permitted by applicable law.

iii) All unpaid obligations under this Agreement (of any nature) will automatically bear interest from the date due until paid at the lesser of:

1. twelve percent (12%) per annum, or
2. the maximum rate allowed by applicable law.

iv) However, if such past due obligation remains unpaid for more than thirty (30) days, then the amount of the unpaid and past due obligation will bear simple interest at the lesser of

1. eighteen percent (18%) simple interest per annum, or
2. the maximum legal rate allowable by applicable law.

v) Furthermore, the you will pay us for any, and all, costs incurred by us in the collection of such unpaid and past due obligations including, but not limited to, reasonable attorney's fees.

vi) You acknowledge that this article does not constitute our agreement to accept payments after they are due or a commitment by us to extend credit to, or otherwise finance your operation of Franchisee's Uncle Louie G Operating Unit.

vii) You acknowledge and agree that your failure to pay all amounts when due shall constitute grounds for termination of this Agreement, as provided in Article 18.

F. Application of Payments

i) We have the sole discretion to apply any payments received from you to offset any indebtedness of us to you, to apply to your past indebtedness for purchases from us or our affiliates, or to apply to any interest or other indebtedness on your part to us or our affiliates.

G. Withholding Payments Unlawful

i) You are not entitled to withhold payments due to us under this Agreement on grounds of alleged nonperformance on our part.

7. CONFIDENTIAL INFORMATION

A. Confidential Information

We possess and may further develop and acquire certain confidential and proprietary information and trade secrets including, but not limited to, the System, and the following categories of information, methods, techniques, procedures, and knowledge developed or to be developed by us, or our affiliates, consultants, contractors, designees, and/or franchisees (the "Confidential Information"):

i) methods, equipment, specifications, standards, policies, procedures, information, concepts, and systems relating to the development, operation, and franchising of Uncle Louie G Operating Units;

ii) marketing and promotional programs for Uncle Louie G Operating Units;

iii) information concerning consumer preferences for services, products, materials and supplies used or sold by, and specifications for and knowledge of suppliers of certain materials, equipment and fixtures used and/or sold by Uncle Louie G Operating Units;

iv) information concerning customers, customer lists, email lists, database lists, product sales, operating results, financial performance, and other financial data of Uncle Louie G Operating Units; and

v) the Operations Manual.

You acknowledge and agree that Confidential Information is a valuable asset of Uncle Louie G, Inc., is proprietary, includes trade secrets of Franchisor

B. Maintaining Confidentiality

i) We will disclose to you such parts of the Confidential Information as we deem necessary or advisable, in our sole discretion, for your operation of your Business.

ii) We may disclose confidential information during training, and when we provide guidance and assistance during the Term of this Agreement.

iii) You may learn or otherwise obtain additional Confidential Information from us or are affiliates from time to time.

iv) You acknowledge and agree that neither you nor any other person or entity will acquire by or through you any interest in or right to use the Confidential Information other than your right to utilize it in the operation of your Operating Unit pursuant to this Agreement and the Operations Manual.

v) You acknowledge and agree that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition with us and other Uncle Louie G Operating Units and franchisees.

vi) You agree to disclose Confidential Information to your owners, employees, and other persons only to the extent necessary for the operation of your Uncle Louie G Operating Unit, and only to such individuals that have agreed to maintain such information in confidence in a written agreement approved and enforceable by us.

vii) You hereby agree that, during and after the term of this Agreement, your, your owners and your employees:

1. will not use the Confidential Information in any other business or capacity;

2. will maintain the absolute secrecy and confidentiality of the Confidential Information;
3. will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible form;
4. will keep the Operations Manual in a secure place at Franchisee's Uncle Louie G Operating Unit;
5. will adopt and implement all reasonable procedures prescribed from time 'to time by Franchisor to prevent unauthorized use or disclosure of the Confidential Information, including, without limitation.

Notwithstanding the foregoing and any other provision of this Agreement, you may use Confidential Information in connection with the operation of other Uncle Louie G Operating Units (in addition to your Store) pursuant to other franchise agreements with us.

C. Return of Information

i) Upon termination or expiration of this Agreement, you will immediately cease to use Confidential Information, return to us all Confidential Information embodied in tangible form, and destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information.

ii) Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will remain subject at all times to the confidentiality restrictions of this Agreement.

D. Intellectual Property Ownership

i) You agree to disclose to us all ideas, concepts, methods, and products conceived or developed by you, your affiliates, owners, or employees during the term of this Agreement relating primarily to the development and operation of Uncle Louie G Operating Units. However, you will not be obligated to make such disclosures if doing so would violate any contractual obligations on your part that arose prior to your execution of this Agreement.

ii) You hereby assign to us and agree to procure from your owners, affiliates, and employees assignment of any such ideas, concepts, recipes, methods, and products that you are required to disclose to

iii) We shall have no obligation to make any lump sum or on-going payments to you or your owners, affiliates, or employees with respect to any such idea, concept, method, technique, or product.

iv) You agree that you will not use nor will you allow any other person or entity to use any such idea, concept, recipe, method, or product without first obtaining our written approval.

8. NON-COMPETE AND NO SOLICITATION

A. Non-competition during Term

You will not, during the Term of this Agreement, in the United States or its Territories, directly or indirectly, offer Competitive Business goods or services, except in the provision of such services through the Franchised Business. Competitive Business goods or services means any business that is the same as or similar to an Uncle Louie G Business, including any business

that is substantially similar to, or, sells Italian ices, ice cream, ice cream cakes, frozen yogurt, custard or other frozen desserts and confections.

B. Non-competition Post-Term

You will not, for a period of two years after expiration or termination of this Agreement, or a sale or assignment of the Franchised Business, at your previous Uncle Louie G location or within 25 miles of your previous Uncle Louie G location or within 25 miles of the location of another Uncle Louie G outlet in operation at that time, directly or indirectly, offer Competitive Business goods or services.

C. No Solicitation of Employees.

You will not, in the Operating Area or within fifty (50) miles of the boundaries of the Operating Area, directly or indirectly, either during the term of this Agreement, or for a period of two years after its expiration or termination, (1) attempt to induce any employee of ours or an affiliate of ours to leave their employment; or (2) solicit any such employee to work for you or any entity you control which provides similar services to the Franchise.

D. Waiver of Bond.

You agree that if we bring suit to enforce Sections 8.A, 8.B, or 8C above, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

E. Severability.

If any covenant or provision of Sections 8.A, 8.B, or 8C is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision. Further, these obligations are considered independent of any other provision in this Agreement and the existence of any claim or cause of action by either party to this Agreement against the other, whether based upon this agreement or otherwise, shall not constitute a defense to the enforcement of these obligations.

9. OPERATING UNIT IMAGE

A. Maintenance of Condition and Appearance

You shall maintain your Uncle Louie G Operating Unit in a high quality of repair, appearance, condition and sanitation. You shall make any additions, alterations, repairs, and replacements (but no others without Franchisor's written consent) for the purpose or maintenance, including, without limitation, refreshing the appearance of you Uncle Louie G Operating Unit as necessary.

B. Updating and Upgrading

Upon our request, you shall improve, modify, and remodel your Uncle Louie G Operating Unit Permanent Site and/or Concession Trailer (as applicable) to our then-current standards and specifications. You agree to make such improvements or modifications when changes to our standards and specifications are made applicable to your Operating Unit

C. Remedies for Noncompliance with Appearance of Operating Unit

i) If maintenance or refurbishment is required as a result of our request, then you have ten (10) days within receipt of notice to begin a bona fide program to undertake and complete the required maintenance or refurbishment.

ii) If you fail to undertake and complete any required maintenance or refurbishing that we consider necessary to prevent a negative impact upon the goodwill associated with the Licensed Marks and/or System, then we have the right, but not the obligation, to enter your Permanent Site, Event, or site of your Operating Unit and perform maintenance and refurbishment.

iii) If we perform maintenance or refurbishment on your behalf, then you must pay to us the entire cost of maintenance or refurbishment on demand.

D. Damage Caused by Casualty

i) If your Operating Unit is damaged or destroyed by fire or any other casualty, you must, as soon as practicable, but no later than two (2) months after such casualty, initiate repairs or reconstruction of your Operating you. Thereafter, you must continue, in good faith and with due diligence, with the repairs or reconstruction until your Operating Unit has been restored to its original condition before casualty.

ii) Notwithstanding anything to the contrary contained herein, if we determine that the damage or destruction of your Operating Unit is of a nature or to an extent that makes it feasible for you to repair or reconstruct the premises of in conformity with our then-current standard and specifications for Uncle Louie G Operating Units without incurring substantial additional costs, then we may require you, by giving written notice, to repair or reconstruct the premises of your Operating Unit in conformity with our the then-current standards and specifications for Uncle Louie G Operating Units.

1. If we make such a determination, we will notify you by written notice.

E. Alterations to the Operating Unit

i) You must make no material alterations to the premises or appearance of your Operating Unit without our prior written approval. You must also obtain our prior written approval before making any replacements of or material alterations to the fixtures, equipment, furniture or signs of your Operating Unit.

ii) We reserve the right, in our sole discretion and at your sole expense, to rectify any material alterations to your Operating Unit that we did not previously approve or that are contrary to our specifications and standards as contained in the Operations Manual.

iii) We will provide you with written notice and grant you a reasonable period of time to rectify and correct the material alteration before we make the correction at your expense.

10. OPERATING STANDARDS

A. Standard and Specification Requirements

To ensure that the highest degree of uniformity, quality and service is maintained, you shall use your best efforts to operate your Uncle Louie G Operating Unit in strict conformity with the methods, standards, and specifications of we have set forth in the Operations Manual and as we may otherwise reasonably prescribe in writing. You agree:

i) To exclusively use, utilization, offer, and sale Uncle Louie G Products, supplies, and equipment.

ii) To exclusively purchase Uncle Louie G Products, supplies, and equipment directly from us, our affiliates, and/or those third-party suppliers that we have designated in writing.

iii) To offer, provide, conduct, and sell all products and services we require, utilizing the method, manner, and style of distribution Franchisor prescribes, and to offer or sell no other products or services. We reserve the right to change, add or remove, and modify the products and services approved by us for all Uncle Louie G Operating Units, and Franchisee will comply with such changes.

iv) To give prompt, courteous, and efficient service to customers of your Operating Unit.

v) To accept Franchisor-issued gift certificates and/or electronic gift cards, and comply with the policies and standards set by us for the sale and acceptance of gift certificates and electronic gift cards.

1. You will not issue gift certificates, coupons, scrip, or other cash equivalent certificates or devices for use at Franchisee's Uncle Louie G Operating Unit without our prior written approval.

2. If you wish to redeem and/or sells electronic gift cards at your Operating Unit, then you must first execute our then-current form of gift card agreement.

vi) To purchase, utilize, and offer to customers Uncle Louie G branded customer loyalty cards, and to honor customer loyalty programs, discounts, and free product offerings designated by us.

vii) To maintain a sufficient supply and to use only ingredients, items, products, and supplies that conform to our standards and specifications.

1. A sufficient supply is one that allows you to realize the full potential of your Uncle Louie G Operating Unit.

viii) To permit us or our agents, at any reasonable time, to inspect your Uncle Louie G Operating Unit and to test and evaluate the services and/or products that you offer at your Operating Unit to determine whether your services and/or products meet our standards and specifications.

ix) To designate and retain, at all times, a general manager who consistently demonstrates his or her ability to satisfy the performance requirements of his or her position.

x) To install and maintain, at our request and your expense, signs and equipment in accordance with our specifications, including, but not limited to, equipment utilized in connection with the operations of your Operating Unit, products and services authorized to be provided from your Operating Unit, security system, computer equipment, software, and telecommunications equipment and connections necessary to permit us to access and retrieve by telecommunication any information stored on any point of sale system (if any) or other computer hardware and software.

xi) To permit us or are agents to inspect and monitor electronical information concerning your Operating Unit.

xii) To establish and maintain, at your expense, a bookkeeping, accounting, and record keeping system that conforms to the requirements and formats we prescribe from time to time.

1. To the extent that we may require you to use online and/or cloud based systems including, but not limited to, QuickBooks Online, you grant us full and complete access to your records.

B. Market Research/Testing

i) We may conduct market research and testing to evaluate, modify, test, and/or sample our products to determine consumer trends and the viability of certain services and products.

ii) You agree to participate in our market research programs by testing marketing products from your Uncle Louie G Operating Unit.

iii) You agree to provide us with timely reports and other relevant information regarding market research.

iv) You agree to purchase a reasonable quantity of the tested products. effectively promote, and make a reasonable effort to sell the products and/or services.

C. Approved Products, Distributors, and Suppliers

i) You acknowledge that:

1. The reputation and goodwill of Uncle Louie G, Inc. and of all Uncle Louie G Operating Units is based upon and can only be maintained by the offer, sale, promotion and delivery of high quality products and the presentation, packaging, and taste of such products.

2. We have developed various products and packaging utilizing our proprietary systems and research and, as such, we have developed standards and specifications for the Uncle Louie G Products, the ingredients, raw materials, and prepared foods for the production of the Uncle Louie G Products, and the equipment utilized in connection with the products offered from Uncle Louie G Operating Units.

3. We have and will periodically approve suppliers and distributors of the foregoing equipment, materials, supplies, and/or products that meet our standards and requirements including, but not limited, standards and requirements relating to all menu items, authorized menu items, Uncle Louie G Products and the ingredients, raw materials, prepared foods, and recipes for the production of the Uncle Louie G Products and equipment.

4. We reserve the right to designate, from time to time, a single supplier or distributor, including ourselves or our affiliates, for any services, products, equipment, supplies, or materials and to require you to use such a designated supplier exclusively.

5. We may receive payments from suppliers or distributors because of such supplier's or distributor's dealings with you and other franchisees, and we may use all amounts so received without restriction and for any purpose we and our affiliates deem appropriate.

ii) You shall not, after receipt in writing of a modification to the list of approved brands, suppliers, and/or distributors, reorder from any supplier or distributor that is no longer approved.

iii) If you propose to purchase non-proprietary products, equipment, supplies, services, or materials then you must notify us and submit to us such information, specifications, and samples as we request.

1. You shall pay a product testing fee in the amount of fifty dollars ($50) per item to offset the internal administrative costs associated with approving such "new" distributor or supplier and/or supplier's product, in addition to all reasonable costs and expenses incurred by us for testing of the item or inspection of the premises by an independent laboratory. Said fees will be payable and due from you to us within fourteen (14) days of the date of our invoice.

2. We will notify you within sixty (60) days of our receipt of your request as to whether we authorize you and/or your Operating Unit to purchase such products, equipment, supplies, or materials or utilize such services.

3. We reserve the right, in our sole discretion, to re-inspect the facilities and/or products of any such supplier or distributor, and to revoke our consent if such supplier or distributor fails to maintain Franchisor's standards

D. Management of the Operating Unit

i) Your Operating Unit must always be under the direct, day-to-day, full-time management and on-site supervision of a manager who has satisfactorily completed our Managers Training Program.

ii) Your manager must

1. conduct his or her duties and obligations as your Operating Unit Manager on-site at your Operating Unit on a full-time basis; and

2. attend all meetings scheduled and conducted by us for supplemental and additional training and educating as we may require from time-to-time and in accordance with the terms of this Agreement.

iii) If at any time your Operating Unit is not being managed by a manager who completed, to our satisfaction, the Managers Training Program, we are authorized, but are not required, to immediately appoint a manager to maintain the operations of your Operating Unit for and on your behalf.

1. Our appointment of a manager of your Operating Unit does not relieve you of your obligations or constitute a waiver of our right to terminate the Franchise pursuant to Article 18.

2. We are not liable for any debts, losses, costs, or expenses incurred in the operations of your Operating Unit or to any of your creditor(s) for any products, materials, supplies, or services purchased by your Operating Unit while it is managed by our appointed manager.

3. We reserve the right to charge a reasonable fee for management services and to cease to provide management services at any time.

iv) You will maintain sufficient working capital to fulfill your obligations under this Agreement.

E. Compliance with Laws and Good Business Practices

i) You must secure and maintain in force all required licenses, permits, and certificates relating to the operation of your Operating Unit and must operate your Operating Unit in full compliance with all applicable laws, ordinances, and regulations.

ii) You must notify us in writing:

1. within three (3) days of the commencement of any action, suit, proceeding, or investigation, and of the issuance of any order, writ, injunction, award of decree, by any court, agency, or other governmental entity which may adversely affect the operation or financial condition of you or your Operating Unit; and

2. immediately after receipt of any notice of violation of any law, ordinance, or regulation relating to health, licensing, sanitation, or the operation of your Operating Unit.

iii) All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising.

iv) You agree to refrain from any business or advertising practice or personal conduct that may be injurious to our business and the goodwill associated with the Licensed Marks and other Uncle Louie G Operating Units.

v) Franchisee must faithfully, honestly, and diligently perform your obligations hereunder, and continuously exert your best efforts to promote and enhance the business of your Operating Unit and the goodwill of the Licensed Marks.

vi) We possess the unilateral right to reject, among other things, any advertising relating to the performance of Uncle Louie G Operating Units, your Uncle Louie G Operating Unit, and the results and/or anticipated results of prior or future clients of your Uncle Louie G Operating Unit.

vii) You shall give prompt, courteous, and efficient service to your Operating Unit's customers. Your Operating Unit must, in all dealings with its customers, suppliers, and the public, adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. You must maintain a competent, conscientious, trained staff and take steps necessary to ensure that your employees preserve good customer relations and comply with our uniform standards.

11. INSURANCE

A. You must procure and maintain, at your expense, an insurance policy or policies protecting yourself and us, as named insured's, and affiliates, successors and assigns, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, and employees against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with your Uncle Louie G Operating Unit.

B. The policy or policies must be written by a responsible carrier or carriers reasonably acceptable to Franchisor. The currently required insurance coverage and minimums are:

i) Coverage against direct physical loss or damage to real and personal property, including improvements and betterments, for all-risk perils, including flood and earthquake, if the relevant property is situated in a flood or earthquake zone, equal to at least 90% of Franchisee's Uncle Louie G Operating Unit's full insurable value;

ii) Comprehensive general liability insurance, written on an occurrence basis, extended to include contractual liability, products and completed operations, and personal and advertising injury, with a combined bodily injury and property damage limit of at least $1,000,000 per occurrence;

iii) Statutory workers' compensation insurance and employers' liability insurance as required by the law of the state in which your Operating Unit is located, including statutory workers' compensation limits and employers' liability limits of at least $1,000,000, $2,000,000 aggregate;

iv) Business automobile insurance with a combined single bodily injury and property damage limit of at least $1,000,000 per occurrence;

v) Business interruption insurance of at least $200,000;

vi) Commercial umbrella liability insurance with total liability limit of at least $5,000,000;

vii) Products liability insurance with a limit of at least $1,000,000, which policy must be considered primary;

viii) Employer practices liability insurance with a limit of at least $1,000,000; and

ix) All other insurance that we may require in the Operations Manual or that is required by law or by the lease or sublease for your Operating Units.

C. We may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances; provided that

i) We will not increase such minimum coverage more than once every two (2) years and such increases will be reasonable in light of the risks insured.

D. All public liability and property damages policies must contain a provision that Franchisor is entitled to recover under these policies on any loss occasioned to us or our agents or employees due to the negligence of you or your servants, agents, or employees.

E. Within ninety (90) days after execution of this Agreement or prior to commencing training for the opening of your Uncle Louie G Operating Unit, you must deliver to us a copy of the Certificate of Insurance in compliance with these requirements. All insurance policies required must expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of a material alteration to or cancellation of the policies.

F. If, for any reason, you should fail to obtain or maintain the insurance required by this Agreement, then we have the right and authority, but not the obligation, to immediately procure insurance on your behalf and at your expense.

i) If we do procure such insurance on your behalf, you will be responsible for the cost of the insurance charges and a reasonable fee to us in acting on your behalf.

ii) You shall pay the charges and fee immediately upon notice.

iii) The foregoing remedies are in addition to any other remedies Franchisor may have at law or in equity.

12. ADVERTISING

A. No Advertising Fund

i) We do not currently require you to contribute funds towards advertising, nor do we maintain funds for such purposes ("Adverting Fund").

ii) We may, in the future, impose upon you an obligation to contribute to and/or pay fees to us our affiliates to be used towards Brand Development, ("**Advertising Contributions"**).

iii) You do not have to participate in a local or regional advertising cooperative.

B. Advertising

i) We may conduct advertising in any media, using coverage that is local, regional, or national.

ii) Advertising that we conduct may be from an in-house advertising department or a national or regional advertising agency.

iii) We are not obligated to spend any amount on advertising in the area or territory where you are located.

C. Approval of Advertising Materials

i) If you would like to use any local advertising or promotional materials that have not been prepared by us, you must submit samples of such materials to us for approval before using.

ii) Provided that you have satisfied the notification requirements set forth in this Agreement, if we do not notify you within fifteen (15) days from the date of our receipt that we disapprove the materials, then you may begin using the advertising or promotional materials.

iii) However, we retain the right to later disapprove of such advertising or promotional materials.

1. If we disapprove of materials, we will provide you notice.
2. You must immediately stop using such materials upon receipt of our notice.

iv) You must not use any advertising or promotional materials that we have disapproved.

D. Website and Web Based Media Prohibitions

i) You expressly acknowledge and agree that your use of Web Based Media shall be subject to and require our express written consent, which we may withhold for any or no reason at all.

ii) You further acknowledge and agree that you possess no right or authority to utilize Web Based Media, and that we reserve all rights respecting the marketing, sale, and distribution of products and/or services through Web Based Media.

iii) You possess no right, claim/, and/or interest in any products and/or services offered and/or provided by us through Web Based Media.

iv) To the extent that we approve your use of Web Based Media, such approval shall be limited to the identification of your Uncle Louie G Operating Unit on the primary website designated by us wherein all Uncle Louie G Operating Units may be identified.

13. RELATIONSHIP OF THE PARTIES / INDEMNIFICATION

E. Independent Contractors

i) This Agreement does not create a fiduciary relationship between the parties. You and us are independent contractors. Nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose.

ii) You must conspicuously identify yourself at the premises of your Operating Unit and in all dealings with customers, lessors, contractors, suppliers, public officials, and others as the owner of the Uncle Louie G Operating Unit under a franchise from us. You must place other notices of independent ownership on signs, forms, stationery, advertising, and other materials as we require.

iii) You must not employ any Licensed Mark in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument, or other legal obligation or employ any Licensed Mark in a manner that is likely to result in our liability for any indebtedness or obligation belonging to you.

iv) Neither you nor us may make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and franchisee.

v) Neither you nor us shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized, nor are we obligated for any damages to any person or property directly or indirectly arising out of the operation of your Operating Unit, whether or not caused by Franchisee's negligent or willful action or failure to act.

vi) We shall have no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon you, your Uncle Louie G Operating Unit or its assets, or upon us in connection with sales made, services performed, or business conducted by you.

F. No Joint Employer Relationship. Notwithstanding anything contained in this Agreement to the contrary, we do hereby acknowledge and agree that the relationship between you and your employees are solely and exclusively between you and your Employees. We assume no role as employer nor as a joint employer. To the extent that this Agreement, the Operations Manual and/or any other communications between us and you relate to standards and specifications required by us regarding your employees, such standards and specifications are issued by us for the sole and exclusive purpose of maintaining brand consistency and product quality by and among Uncle Louie G Franchisees and Licensees.

G. Indemnification by Franchisee

You are responsible for all loss or damage and for all contractual liability to third parties originating in, or in connection with, the operation of the Franchised Business and for all claims or demands for damage directly or indirectly related. You agree to defend, indemnify, and hold harmless us and our employees, officers, directors, and members with respect to any such claim, loss, or damage, including our costs and attorney fees.

14. LICENSED MARKS AND SYSTEM

A. Ownership and Goodwill

i) You acknowledge and agree that we are the owner of all right, title, and interest in and to the Licensed Marks, the System, and the goodwill associated with and symbolized by the Licensed Marks and/or the System.

ii) Except as specifically provided in this Agreement, you further acknowledge and agree that you have no interest whatsoever in or to the Licensed Marks or the System and that your right to use the Licensed Marks and the System is derived solely from this Agreement.

iii) You acknowledge and agree that your usage of the Licensed Marks and/or the System and any goodwill exclusively benefits us and does not confer any goodwill or other interests in the Licensed Marks and/or the System, other than the right to use the Licensed Marks and the System in the operation of your Operating Unit in compliance with this Agreement.

iv) Any unauthorized use of the Licensed Marks and/or the System by you or your affiliates will constitute an infringement of our rights in and to the Licensed Marks and System.

v) Neither you nor any Principal may take any action that prejudices or interferes with the validity of our rights with respect to the Licensed Marks and/or System. You shall not, at any time during the term of this Agreement or after its termination or expiration, contest, nor assist another in contesting, the validity or ownership of any of the Licensed Marks and System.

B. Use of the Licenses Marks

i) You agree that the Licensed Marks will be the sole identification of your Operating Unit. Franchisee must operate and advertise the Operating Unit only under the name "Uncle Louie G," without prefix or suffix.

ii) You must not use the Licensed Marks as part of your corporate or other legal name, and must not use the Licensed Marks with modifying words, terms, designs, or symbols, or in any modified form.

iii) You must comply with our instructions in filing and maintaining your requisite trade name or fictitious name registrations as may be required by applicable law.

C. Notification of Infringement and Claims

i) You must notify us immediately, in writing, of

1. any claim against you for alleged infringement, unfair competition, or similar claims about the Licensed Marks, or

2. any challenge to your use of any Licensed Mark, the System, or

3. a claim by any person of any rights in any Licensed Mark, System feature or component, or any similar trade name, trademark or service mark of which you may become aware.

ii) You must not communicate with any person other than us and our counsel in connection with any infringement, challenge, or claim.

iii) We have sole discretion to take any action we deem appropriate, and the right to exclusively control any litigation or administrative proceeding arising out of any infringement, challenge, claim, or otherwise relating to any Licensed Mark.

iv) You agree to execute all documents, render assistance, and take all actions as may be necessary or advisable to protect and maintain our interests in any litigation or other administrative proceeding, or to otherwise protect and maintain our interests in the Licensed Marks.

D. Discontinuing Use of Licensed Marks

i) We maintain the exclusive right to supplement, modify, and/or alter features and/or components of the System.

ii) If, at any time, we deem it advisable for us and/or you to modify or discontinue use of any Licensed Mark, or use one or more additional or substitute trademarks or service marks, you agree to comply within a reasonable time after we provide you notice.

15. RECORDS, REPORTS, INSPECTION, AND AUDITS

A. Maintenance of Records and Reports

i) You must maintain during the term of this Agreement, and for at least three (3) years from the dates of preparation, complete and accurate books, records, and accounts from your Operating Unit.

ii) Records will be maintained and preserved in the form and manner we prescribe in the Operations Manual or otherwise in writing.

B. Submitting Reports

i) You shall submit to us an unaudited monthly profit and loss statement and balance sheet for your Operating Unit within sixty (60) days after the end of each month.

1. If you fail to submit the profit and loss statement and balance sheet within sixty (60) days, then we will assess a late fee in the amount of One Hundred Dollars ($100).

2. Payment of the late fee will not relieve you of obligation to provide the report.

ii) You shall submit to us annual financial statements reviewed by an independent public accountant in accordance with generally accepted account principles (GAAP) within ninety (90) days after the end of your fiscal year.

iii) You shall timely submit to us any other forms, reports, records, information, and data as we may reasonably request.

C. Our Right to Inspect

i) We have the right to inspect your Operating Unit at any time during business hours and without prior notice to you.

ii) You must permit our representatives to make any inspection and take photographs or videos of the Operating Unit, and to interview employees and customers, so long as your ability to operate is not materially impeded.

iii) You have the right to request and receive copies, within ten (10) days after the inspection, of all reports, transcripts, video or tape recordings, and photographs made during the inspection.

D. Our Right to Examine

i) We have the right to examine or audit the business records, cash control devices, bookkeeping and accounting records, bank statements, sales and income tax records, returns, and other books and records of your Operating Unit at any time during business hours and without prior notice to you.

ii) You may maintain all books, records, and supporting documents at your Operating Unit premises or at your principal place of business.

iii) You must fully cooperate with our representatives or accountants hired to conduct any examination or audit.

16. TRANSFER OF INTEREST

A. We have the absolute right to transfer and/or assign this Agreement and all or any part of our rights or obligations under this Agreement to any person or legal entity without your consent or approval.

B. Transfer by Franchisee

i) Your rights and duties set for in this Agreement are personal to you and your individual Principals.

ii) Your Principals may not transfer any of their ownership in Franchise without our prior written consent.

iii) You may not, without our prior written consent, transfer any obligations, rights, or interest in

1. This Agreement,
2. The lease or ownership of interest for the premises of your Operating Unit Permanent Site,
3. The Franchise,
4. Your Operating Unit, or
5. All, or substantially all, of the assets of your Operating Unit.

iv) The previous restriction will not prohibit you from granting a mortgage, charge, lien, or security interest in your Operating Unit or this Agreement for the exclusive purpose of securing financing for the initial development of your Operating Unit.

v) Any purported transfer in violation of this Article shall constitute a breach of this Agreement and will convey to the transferee no rights or interests in the foregoing.

vi) In addition to the foregoing, a transfer will require the prior written consent of us where such transfer occurs due to:

1. Divorce;
2. Insolvency;
3. Dissolution of a corporation, partnership, or limited liability company;
4. Will;
5. Intestate succession; or
6. Declaration of or transfer in trust.

C. Conditions for Approval of Transfer

i) We will not unreasonably withhold our approval of a transfer, provided that you and your Principals are in substantial compliance with this Agreement.

ii) The proposed assignee must be of good moral character, have sufficient business experience and aptitude, and financial resources to own and operating an Uncle Louie G Operating Unit and otherwise meet our then-applicable standards for franchisees.

iii) The proposed assignee may not own or operate, or plan to own or operate, a Competitive Business.

iv) You must provide written notice to us of the proposed transfer at least thirty (30) days prior to the proposed transfer.

v) We may require any one or more of the following conditions be met before, or concurrently with, the date of the assignment:

1. Satisfaction of all your trade accounts, debts, and accrued monetary obligations, and any other outstanding obligations to us or our affiliates that arose under this Agreement.
2. Substantial compliance with this Agreement, and no material default of any provision(s) of this Agreement.
3. Execution of a general release form by transferor and its owners and Principals, releasing us, our affiliates, past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees of any claims for matters arising on or before the effective date of transfer.
4. Our approval of the material terms and conditions of the assignment, and our determination that the price and terms of payments are not so burdensome as to be detrimental to the future operations of the Operating Unit by the transferee.
5. Compliance with all applicable laws relating to the transfer
6. Transfer of this agreement in conjunction with the transfer of your Operating Unit.

vi) Upon transfer, the transferee

1. shall be bound by all provisions of this Agreement.
2. shall assume all obligations of the transferring Principal incurred in connection with this Agreement.

3. shall execute the then-current standard form of franchise agreements being offered to new franchisees of Uncle Louie G Operating Units and other ancillary agreements as we require. That agreement will supersede this Agreement and its ancillary documents in all respects and the terms of our then-current agreements may differ from the terms in this Agreement.

4. shall renovate, modernize, and otherwise upgrade Operating Unit to conform to our then-current standards and specifications, at tranferee's expense, unless Franchisee has renovated the Operating Unit within the five (5) year period immediately preceding the transfer. Upgrades and other requirements must be completed within the time period reasonably determined by us.

5. shall complete, at transferee's expense, any training programs then required for franchisees, including the training of transferee's Principal, Managers, and/or other applicable personnel.

6. shall execute any confidentiality and non-competition agreement required by us.

vii) Upon transfer, you, the transferor

1. shall remain liable for all the obligations to us in connection with your Operating Unit incurred before the effective date of the transfer, and shall execute any instruments we reasonably request to evidence that liability.

2. Shall pay a transfer fee in an amount equal to 25% of our then current initial franchise fee for a single unit franchise.

3. Shall enter into an agreement with us agreeing to subordinate to the transferee's obligations to us any obligations of assignee to make installment payments of the purchase price to you.

viii) Our consent to a transfer of any interest that is subject to the restrictions of this Agreement shall not constitute a waiver of any claims it may have against the transferor, nor is it deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the Franchise by the transferee.

ix) Our approval of the transfer indicates only that the transferee meets or that we have waived the criteria established above for transfer of franchise. Our approval does not constitute a warranty or guaranty by us, express or implied, of the suitability of the terms of transfer or of the successful operation or profitability of the Operating Unit.

D. Transfer to a Legal Entity

i) Upon thirty (30) days' prior written notice to us, the franchise and the assets and liabilities of the store may be assigned, by an agreement in form and substance we approve, to a corporation, partnership, or limited liability company that conducts no business other than the your Uncle Louie G Operating Unit (or other Uncle Louie G Operating Units under franchise agreements granted by us) which is actively managed by you and in which you own and control not less than fifty-one percent (51%) of the equity interests and voting power.

ii) Such an assignment does not relieve you of your obligations, and you remain jointly and severally liable for all obligations.

iii) The organizational documents of any such legal entity must recite that the issuance and assignment of any interest is restricted by the terms of this Agreement and all issued and outstanding certificates representing ownership interests must bear a legend referring to the transfer restrictions of this Agreement.

iv) There is no fee due to us for such a transfer.

E. Death or Disability of Principal

i) (1) Upon your (or the Managing Principal's) death or permanent disability, the executor, administrator, conservator or other personal representative of that person, or the remaining shareholders, members or partners, must appoint a Principal within a reasonable time, not to exceed thirty (30) days from the date of death or permanent disability.

ii) The appointed Principal must serve and qualify as Managing Principal and must attend and successfully complete our training program within one hundred twenty (120) days of the appointment.

iii) If your Operating Unit is not being managed by Principal approved by us within thirty (30) days after death or permanent disability, we are authorized, but not required, to immediately appoint a manager to maintain the operations of your Operating Unit for and on your behalf until an approved assignee is able to assume the management and operation of such store.

1. Our appointment of a manager of the store does not relieve you of its obligations, and we are not liable for any debts, losses, costs, or expenses incurred in the operations of your Operating Unit or to any of your creditors for any products, materials, supplies, or services purchased by the such store during any period in which it is managed by Franchisor's appointed manager.

2. We have the right to charge a reasonable fee for management services and to cease to provide management services at any time.

iv) Upon the death of Franchisee (or any Principal), the executor, administrator, conservator or other personal representative of that person must transfer his interest to a person we approve within a reasonable time, not to exceed twelve (12) months from the date of death.

v) If the Franchisee is an individual, then in the event of the death or permanent disability of the Franchisee, this Agreement may be transferred or bequeathed by the Franchisee to any designated person or beneficiary without the payment of any transfer fee; but the transfer of this Agreement to the transferee or beneficiary of the Franchisee will be subject to the applicable provisions of this Article 16, and will not be valid or effective until we have received the properly executed legal documents that attorneys deem necessary to properly and legally document the transfer or bequest of this Agreement.

17. RENEWAL OF FRANCHISE

A. Right to Renew. If, upon the expiration of the initial term of this Agreement, you have substantially complied with all provisions of this Agreement, then you may have the right to renew the Franchise if:

i) You maintain possession of the premises of your Operating Unit, and agree to remodel, refurbish and decorate the Unit, replace fixtures, furnishings, equipment, signs, and

otherwise modify your Unit so that it is compliance with specifications and standards then applicable for new Uncle Louie G Operating Units; provided that, you shall not be required to remodel or refurbish your Unit if you have done so in the five (5) years immediately preceding the effective date of the renewal; or

ii) You are unable to maintain possession of the premises, or we decide in our judgement that your franchise should be relocated, and you secure substitute premises within your Operating Area that does not impede the development, operation, and/or Operating Area of any other Uncle Louie G Operating Unit, and agree to develop substitute premises in compliance with specifications and standards then applicable for new Uncle Louie G Operating Units

B. Renewal Fee. You will have the right to renew the Franchise for one (1) additional ten (10) year term.

i) You will pay us a renewal fee in an amount equal to 25% of our then current initial franchise fee for a single unit franchise. If there are multiple franchise offering at the time of renewal, then the 25% transfer fee shall be based on our then current franchise offering that most closely resembles what is referred to today as a Standard Fixed Location Franchise.

C. Notice of Renewal or Nonrenewal. You must give us written notice of your election to renew not less than six (6) months nor more than twelve (12) months before the end of the initial term of this Agreement.

18. TERMINATION

A. Termination by Us. We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

i) If you do not pass our initial training in accordance with our passing standards;

ii) If you fail to obtain our approval of a site or open on time;

iii) If you become insolvent, meaning unable to pay your bills in the ordinary course as they become due;

iv) If you commit a material violation of any law, ordinance, rule, or regulation of a governmental agency or department reasonably associated with the operation of the Franchised Business or if you are convicted of, or plead guilty or no contest to a felony;

v) If you abandon the Franchised Business or discontinue the active operation of the Franchised Business for three or more business days, except when active operation is not reasonably possible, such as because of a natural disaster;

vi) If you include a materially false representation or omission of fact in your Confidential Franchise Application to us;

vii) If you or your principals commit any fraud or misrepresentation in the operation of the Franchised Business;

viii) You disclose the contents of the Operations Manual or other Confidential Information;

ix) If a final judgment against you remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed);

x) If you or your principals materially breach any other agreement with us or any of our affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure;

xi) An immediate threat or danger to public health or safety results from your operation of the Operating Unit;

xii) You fail to pay suppliers an amount exceeding $3,000 for more than 60 days;

xiii) You fail to permit us to inspect or audit your franchise; or

xiv) If you commit three or more breaches of this Agreement, the Operations Manual, or any other agreement with us, in any 12-month period regardless of whether such breaches were cured after notice.

B. Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and an opportunity to cure within thirty (30) days, if:

i) You violate any other term or condition of this Agreement, the Operations Manual, or any other agreement with us;

ii) You fail to develop, open, establish and operate, on a continuous basis throughout the Term of this Agreement;

iii) Any amount owing to us from you is more than 30 days past due; or

iv) You fail to maintain or suffer cancellation of any insurance policy required under this Agreement.

C. Termination by You. You may terminate this Agreement by selling the franchise pursuant to the terms of this Agreement, or by not renewing.

D. No Refund of Initial Fee. We have no obligation to return or refund any fee to you upon termination of this Agreement.

E. Other Remedies. In the event of your breach of any provision of this Agreement, we may, in our discretion and in addition to, or in lieu of, exercising our termination rights, take all or any of the following actions without providing you advance notice or an opportunity to cure the breach before such action is taken:

i) We may temporarily or permanently suspend any existing credit arrangements or accommodations previously extended to you, and/or refrain from offering or making available to you any credit arrangements or accommodations that may be offered or made available to other System franchisees;

ii) We may modify payment terms for approved products or other merchandise purchased by you;

iii) We may disqualify you from being eligible for, or from participating in, special promotion programs that may be offered or made available to other System franchisees;

iv) We may accelerate the due date of the required payment of fees and other amounts due hereunder.

19. POST-TERMINATION OBLIGATIONS

A. If this Agreement expires, is not renewed, or is terminated for any reason by any party, including a sale of the Franchise, you must immediately:

v) Cease to operate your Operating Unit;

vi) Stop identifying yourself as a franchisee of ours;

vii) Immediately and permanently cease use of any Licensed Marks and distinctive features or designs associated with Uncle Louie G Operating Units; any confidential materials, methods, computer software, procedures and techniques associated with Uncle Louie G Operating Units; and any features or components of the System;

viii) Cancel all fictitious or assumed names or equivalent registrations relating to any of the Licensed Marks;

ix) Deliver to us any paper and electronic copies of the Operations Manual and any Confidential Information;

x) Stop ordering products and communicating with approved suppliers;

xi) Furnish a complete accounting of all amounts owed to us and our affiliates;

xii) Pay to us all amounts owing to us;

xiii) Immediately make modifications or alterations to your Operating Unit to distinguish it from its former appearance and other Uncle Louie G Operating Units to prevent any possibility of confusion by the public. If you fail to initiate immediately or complete alterations within a reasonable amount of time, we have the right to enter the premises of your former Uncle Louie G Operating Unit and adjacent areas at any time to make alterations, at your sole risk and expense;

xiv) Cancel or, at our request, assign to us all telephone numbers under your ownership used in the Franchise; and

xv) Abide by any other covenant in this Agreement that requires performance by you after you are no longer a franchisee.

20. MODIFICATION

No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by our authorized officer. We may, however, modify the provisions of the Manual, without your consent.

21. NON-WAIVER OF BREACH

The failure of either party to enforce any one or more of the terms or conditions of this Agreement shall not be deemed a waiver of such terms or conditions or of either party's rights thereafter to enforce each and every term and condition of this Agreement.

22. FULL UNDERSTANDING

This Agreement, including the schedules, is the entire agreement between the parties. This Agreement supersedes all other prior oral and written agreements and understandings between you and us with respect to the subject matter of this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document we furnished to you.

23. GOVERNING LAW

A. Choice of Law. This Agreement is effective upon its acceptance in New York by our authorized officer. Except as to claims governed by federal law, New York law governs all claims that in any way relate to or arise out of this Agreement or any of the dealings of the

parties ("Claims"). However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

B. Jurisdiction and Venue. You and we agree that venue and jurisdiction for any Claims shall be proper solely in the state and federal court nearest to our corporate headquarters, presently located in Staten Island, New York.

C. Jury Waiver. In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

D. Class Action Waiver. You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

E. Punitive Damages Waiver. As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

F. Limitation of Actions. You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

G. Prior Notice of Claims. As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

H. Internal Dispute Resolution. You must first bring any Claim to our CEO, after providing notice as set forth in Section 23(G) above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

I. Mediation and Arbitration. Before you may bring any Claim against us in court, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we can not mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association ("AAA"), and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county where our headquarters is located, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

J. Waiver of bond. You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

K. Attorney Fees. If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

L. Third Party Beneficiaries. Our officers, directors, members, shareholders, agents, and employees are express third-party beneficiaries of the terms of the Governing Law provisions contained herein.

M. Survival. All of the covenants contained in this Agreement that may require performance after the termination or expirations of this Agreement will survive any termination or expiration of this Agreement.

N. Severability Clause. If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement.

24. RELEASE OF PRIOR CLAIMS

A. By executing this Agreement, the undersigned entity, if any, and individuals, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, forever releases and discharges us, our past and present employees, agents, members, area developers, officers, and directors, including any of our parent, subsidiary and affiliated entities, their respective past and present employees, agents, members, officers, and directors, from any and all claims relating to or arising out of any franchise agreement between the parties executed prior to the date of this Agreement, and all other claims relating to any dealings between any of the parties. However, this release does not apply to any claim you may have arising from representations in our Franchise Disclosure Document, or its exhibits or amendments.

25. NOTICES

A. You shall give any required notice or request in writing by mail or courier, postage fully prepaid, delivered personally, or by facsimile, to our CEO, at our corporate office, presently 115 Johnson Street, Staten Island, New York 10309; Telephone: (718) 966-3763. We may also give any such notice to you in the same manner at the address indicated below your signature on this Agreement, such other more current address as we may have for you, or by e-mail.

26. ACKNOWLEDGMENTS

A. You acknowledge that you have read our Franchise Disclosure Document and this Agreement and that you are familiar with their contents. You acknowledge that you have independently investigated the business offered hereunder and base your decision to purchase solely on such investigation. You acknowledge that we have recommended, and that you have had the opportunity to obtain, review of this Agreement and our Franchise Disclosure Document ("FDD") by your lawyer, accountant or other business advisor prior to execution. Except as may be stated in Item 19 of our Franchise Disclosure Document, you acknowledge that no person is authorized to make and no person has made any representations to you as to the actual, projected or potential sales, volumes, revenues, profits or success of our franchise. You further acknowledge and agree that you are not a third-party beneficiary to any agreement between us and any other franchisee.

27. GUARANTY

A. The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or

tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity's agreement to such terms.

B. In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreements to perform all the obligations in and relating to this Agreement, including, but not limited to, the performance required under the provisions, the obligation to make specified payments, and pay any other debts due to us. All Signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other Signators.

Franchisee: _____ **Entity Number:** _____

Type: _____ **(Sole Proprietor, LLC, Corp., Joint Tenants with Right of Survivorship ("JTROS"), Tenants in Common, Partnership).***

SIGNATORS:

By: _____ By: _____
(Signature) (Signature)

_____ _____
(Printed Name) (Printed Name)

Title: _____ Title: _____

Address: _____ Address: _____

_____ _____

Ownership Percent: _____ % (see note below) Ownership Percent: _____ % (see note below)

By: _____ By: _____
(Signature) (Signature)

_____ _____
(Printed Name) (Printed Name)

Title: _____ Title: _____

Address: _____ Address: _____

_____ _____

Ownership Percent: _____ % (see note below) Ownership Percent: _____ % (see note below)

Uncle Louie Gee I, Inc.

By: _____ Effective Date: _____

Name: _____

Title: _____

***Joint Tenants with Right of Survivorship is typically for married couples and must be owned equally by each tenant, 50-50 for two owners, and if one spouse passes away, the other automatically receives the decedent's share. Tenants in common is normally for non-spouses and if one passes away, his or her share passes by will or state law to his or her heirs.**

Uncle Louie G Franchise Agreement

APPENDIX 1(a)
Franchise Type and Operating Unit Type Acknowledgment

Operating Unit Type Acknowledgment

Franchisee and Franchisor acknowledge and agree that if Franchisee's franchise is a Standard Fixed Location Franchise then the type of Uncle Louie G Operating Unit that Franchisee Shall establish and operate shall be one Operating Unit comprised of either one Retail Store or one Fixed Location Kiosk as identified below.

THE TYPE OF UNCLE LOUIE G OPERATING UNIT TO WHICH THE GRANT OF FRANCHISE APPLIES IS TO A:

[INSERT TYPE OF Uncle Louie G Operating Unit]

_____

Specify Type of Uncle Louie G Operating Unit:
Retail Store, Fixed Location Kiosk or Mobile Concession Trailer

[PAGE 1 OF 2 - APPENDIX 1(a) CONTINUES ON THE NEXT PAGE]

Franchise Fee

The non-refundable initial franchise fee payable and due to Franchisor upon execution of this Agreement and pursuant to Article 5 of the Franchise Agreement is

$_____

Concession Trailer Purchase Price

If Franchisee's Operating Unit is a Mobile Concession Trailer, the non-refundable purchase price for the Concession Trailer payable and due to Franchisor upon execution of this Agreement is:

$_____

Franchisor: Uncle Louie G I, Inc.	Franchisee:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Uncle Louie G Franchise Agreement

APPENDIX 1(b) Permanent Site Location Acknowledgment

Franchisee Permanent Site Location Acknowledgment

Franchisee and Franchisor acknowledge and agree that if Franchisee's Operating Unit is, as identified in Appendix 1(a), either a Retail Store or a Fixed Location Kiosk and if the Permanent Site of such Operating Unit is known as of the date of this Agreement and Franchisor has no objection to such fixed location, that the Permanent Site for Franchisee's Operating Unit shall be:

[IF LEFT BLANK, "FRANCHISEE'S FIXED LOCATION OPERATING UNIT LOCATION ACKNOWLEDGMENT," IS TO BE EXECUTED AT FUTURE DATE IN ACCORDANCE WITH THE TERMS OF THIS FRANCHISE AGREEMENT]

Franchisor does not object to such location and, as such, the foregoing location shall constitute the Franchisee's Uncle Louie G Permanent Site location as such term is defined in the Franchise Agreement.

In the event of any conflict between this Permanent Site Location Acknowledgment and the Franchise Agreement, the terms and provisions of the Franchise Agreement shall take precedence and govern.

Franchisor:
Uncle Louie G I, Inc.

Franchisee:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Uncle Louie G Franchise Agreement

APPENDIX 1(c) Operating Area

The "Operating Area", as such term is identified and defined in the Franchise Agreement, including, but not limited to Article 1 of the Franchise Agreement, is identified, as follows:

[IF LEFT INCOMPLETE THERE SHALL BE NO OPERATING AREA]

[IF LEFT INCOMPLETE THERE SHALL BE NO OPERATING AREA]

Franchisor:
Uncle Louie Gee I, Inc.

By: _____

Title: _____

Date: _____

Franchisee:

By: _____

Title: _____

Date: _____

	Uncle Louie G Franchise Agreement **Appendix 2** **Statement of Ownership Interests and Franchisee's Principals**

1. The Following is a list of all Principals who are shareholders, partners, member, or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

Name	Percentage of Ownership and Nature of Interest

2. The following is a list of all Principals described in and designated pursuant to the Franchise Agreement.

Name

The "Managing Principal" (as such term is defined in the Franchise Agreement) is:

Name	Percentage of Ownership Interest

	Uncle Louie G Franchise Agreement **Appendix 3** **Florida Addendum**

FLORIDA ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You shall pay the initial franchise fee and other fees due under your Franchise Agreement to the Florida Area Representative.

2. You agree to purchase Italian ices, ice cream, and other approved products of ours from the Florida Area Representative.

3. The Florida Area Representative may provide some of your initial training and ongoing operational and marketing support services to you in our place.

Franchisor:
Uncle Louie Gee I, Inc.

By: _____

Title: _____

Date: _____

Franchisee:

By: _____

Title: _____

Date: _____

EXHIBIT C
TO THE DISCLOSURE DOCUMENT

GENERAL RELEASE

THIS RELEASE is made and given by _____, ("Releasor") with reference to the following facts:

1. Releasor and Uncle Louie G I, Inc. (Releasee) are parties to one or more franchise agreements.

2. The following consideration is given:

   _____ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise"); or

   _____ Releasor's consent to Releasee's transfer of its rights and duties under the Franchise Agreement; or

   _____ Releasor's consent to Releasee's assumption of rights and duties under the Franchise Agreement; or

   _____ [insert description]

3. Release- Franchisee and all of Franchisee's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Franchisees, successors, assigns and affiliates (collectively "Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.

4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.

5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

   > A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. The above Release shall not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act.

7. Releasor agrees to comply with all of its applicable post-termination or post-transfer obligations (as the case may be) in the Franchise Agreement described above.

Releasor:

By:_____

Printed Name:_____

Title:_____

Uncle Louie G I, Inc.

By:_____
Dino Russo, President

Date:_____

EXHIBIT D
TO THE DISCLOSURE DOCUMENT

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Uncle Louie Gee I, Inc. Operations Manual

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EXHIBIT E
TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Operational Outlets (as of 12/31/2022):

Florida

Andrew Berger
19575 Unit 18 State Road 7
Boca Raton, FL 33498
(718) 614-9312

Debra DiNardo
750 W Hampshire Blvd
Citrus Spring, FL 34434
718-744-7693

Jacqualine & Frank Kolanovic
1103 Egret Circle N
Jupiter, FL 33458
(917) 753-9938

Enza Leo
15180 Fishhawk Blvd.
Lithia, FL 33547
(516) 652-5446

Ibrahim Gjura
3007 Edgewater Drive
Orlando, FL
(718) 749-8558

New Jersey

David Pepper
210 North Bay
Bellmore, NJ 08721
(917) 710-8250

Stanley Noworcki
500 North Ave
Dunellen, NJ 08812
(917) 822-8665

Jason Sakariasen
46 West Front Street
Keyport, NJ 07735
(917) 359-6761

David Antelei
40 Centennial Dr
Long Branch NJ 07740
908-309-5173

Daz Connell
111 West Pleasant Ave
Maywood, NJ 07607
(201) 314-4433

Daz Connell
96 E. Main Street
Ramsey, NJ 07446
(201) 314-4433

New York

Daniel Fried
741 Union St
Brooklyn, NY 11215
(516) 521-1944

Daniel Fried
319- 7th ave
Brooklyn, NY 11215
(516) 521-1944

Ernie Aiello
341 Graham Ave
Brooklyn, NY 11211
516 966-2870

Richard Robustello and Matthew Visconti
4005 Tremont Ave
Bronx NY 10465
(917) 574-4768

Michael Dorso
198 E. Montack Hwy.
Lindenhurst, NY 11757
(631) 943-1168

Tiffany Sugranes
3421 5th Street
Oceanside, NY 11572
(347) 605-8810

Alexander Petito
3384 Long Beach Rd
Oceanside, NY 11572
347-645-7248

David Clavie- Ramos
69 Fairfield Dr
Patterson, NY 12563
(845) 554-7632

Martin Hernandez
30 Giffords Ave.
Staten Island, NY 10308
(646) 881-0763

Joseph LaFace, Daniel Fried, and Kenneth Silber
1448 Hylan Blvd
Staten Island NY 10305
(516) 521-1944

Priscilla and Claudia Turzo
270 Watchogue Rd
Staten Island, NY 10314
(917) 346-2294

Frank Vene
837 A. Midland Ave.
Yonkers, NY 10704
(917) 416-7812

South Carolina

Julie Fox
6206 Sweet Place
Charleston, SC 29492
516-807-5073

Angela Juliano-Wunderlich
4605 Giddy Up Court
Myrtle Beach, SC 29579
(631) 236-2904

Texas

Derek Bowens
17215 Cascading Spring
Humble, TX 77346
(937) 367-3566

Franchise Agreement Signed But Outlet Not Yet Open (as of 12/31/2022):

Florida
Anthony Tubolino
Port St Lucie Florida Area
516-532-5503

New Jersey
Jane and Thomas Alavanja
521 Livingston Street, Unit 110
Norwood NJ 07648
917-596-4844

New York
Daniel Fried
733 Main Street
New Rochelle, NY 10801
(516) 521-1944

EXHIBIT F
TO THE DISCLOSURE DOCUMENT

LIST OF FORMER FRANCHISEES

The following is a list of Franchisees who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

New Jersey

Robert Gerardo
440 Chandler RD
Jackson, NJ 08527
(732) 614-6042

EXHIBIT G
TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

UNCLE LOUIE GEE 1, INC

FINANCIAL STATEMENTS AND ACCOMPANYING INFORMATION

YEARS ENDED DECEMBER 31, 2022 AND 2021
WITH
INDEPENDENT ACCOUNTANTANT AUDIT REPORT

UNCLE LOUIE GEE 1, INC.

FINANCIAL STATEMENT

YEARS ENDED DECEMBER 31, 2022 AND 2021

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HenryMensah
Certified Public Accountants and Business Advisors
hmensah@henrymensahcpa.com
www.henrymensahcpa.com
(860) 670 - 5786
(413) 254 - 0222

INDEPENDENT ACCOUNTANT'S AUDIT REPORT

The Board of Directors
Uncle Louie Gee 1, Inc.
Staten Island, New York

We have audited the accompanying financial statements of Uncle Louie Gee 1 Inc., which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income and changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the presentation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Uncle Louie Gee 1, Inc. as of December 31, 2022 and 2021, and the results of operations and its cash flows for the years then ended with accounting principles generally accepted in the United States of America

Hartford, Connecticut
April 23, 2023

UNCLE LOUIE GEE 1 INC

BALANCE SHEETS

DECEMBER 31, 2022 AND 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 115,188	$ 48,621
Inventory	49,349	51,835
Prepaid assets	895	1,545
TOTAL CURRENT ASSETS	165,432	102,001
FIXED ASSETS, net of accumulated depreciation	73,502	91,749
TOTAL ASSETS	$ 238,934	$ 193,750
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES		
Credit cards	$ 9,915	$ 1,613
Shareholder note payable	209,371	164,986
TOTAL CURRENT LIABILITIES	219,286	166,599
TOTAL LIABILITIES	219,286	166,599
STOCKHOLDER'S EQUITY		
Additional paid in capital	65,131	65,131
Treasury stock	(75,000)	(75,000)
Retained earnings	29,517	37,020
TOTAL STOCKHOLDER'S EQUITY	19,648	27,151
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 238,934	$ 193,750

UNCLE LOUIE GEE 1 INC.

STATEMENTS OF INCOME AND OWNERS EQUITY

YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
Sales	$ 975,691	$ 910,412
Other income	0	0
Total revenue	975,691	910,412
Cost of goods sold	552,893	580,140
Gross profit	422,798	330,272
General and administrative expenses	430,165	394,325
(LOSS) FROM OPERATIONS	(7,367)	(64,053)
OTHER INCOME (EXPENSE)		
Interest expense	(136)	
	(136)	
NET (LOSS)	(7,503)	(64,053)
RETAINED EARNINGS – BEGINNING OF YEAR	27,151	80,704
SHAREHOLDER'S CONTRIBUTION	0	10,500
SHAREHOLDER'S DISTRIBUTION	0	0
TOTAL SHAREHOLDER'S EQUITY – END OF YEAR	$ 19,648	$ 27,151

UNCLE LOUIE GEE 1 INC.

STATEMENT OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net (loss)	$ (7,503)	$ (64,053)
Adjustments to reconcile net income (loss) to net Cash provided by operating activities:		
Depreciation	33,545	23,379
(Increase) decrease in:		
Inventory	2,486	7,105
Prepaid assets	650	647
Increase (decrease) in:		
Credit card payable	8,302	687
PPP payable	0	0
NET CASH (USED) BY OPERATING ACTIVITIES	37,480	(30,235)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(15,298)	(63,844)
NET CASH USED BY INVESTING ACTIVITIES	(15,298)	(63,844)
CASH FLOWS FROM FINANCING ACTIVITIES		
Shareholder contributions	0	10,500
Shareholder loan payable	44,385	79,849
PPP loan equity	0	(1,000)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	44,385	89,349
NET INCREASE (DECREASE) IN CASH	66,567	(4,729)
CASH AT BEGINNING OF YEAR	48,621	53,350
CASH AT END OF YEAR	$ 115,188	$ 48,621

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash paid during the year:	
Interest	$ 136

UNCLE LOUIE GEE 1 INC

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Business Activity: Uncle Louie Gee 1, Inc. was formed as a corporation under the Laws of the State of New York in January 2008. The Company is a for profit corporation whose business activity is primarily in the manufacturing and wholesale of Italian Ices.

Method of Accounting: The Company records its transactions in accordance with the accrual method of accounting. This method of accounting recognizes revenue when earned rather than received and expenses incurred rather than paid. For income tax purposes, the Company uses the cash method of accounting.

Cash and Cash Equivalents: The Company considers all highly liquid debt instruments purchased with maturities of three months or less to be cash equivalents. As of the balance sheet date, balances of cash and cash equivalents at a financial banking institution did not exceed the federally insured limit of $250,000. These balances fluctuate greatly during the year and can exceed this $250,000 limit. Management monitors regularly the financial condition of the banking institution, along with their balances in cash and cash equivalents, in order to keep this potential risk to a minimum.

Fixed Assets: Fixed assets are valued on the basis of cost. Maintenance and repairs are charged to income. Replacements of a routine nature are charged to income, while those which improve or extend the lives of existing equipment are capitalized. The Company utilizes the Modified Accelerated Cost Recovery method of depreciation for income tax purposes, and the straight line method for financial statement purposes. When items of property are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the income statement.

Advertising: The Company expenses the production costs of advertising for the first time the advertising takes place, except for direct-response advertising, which would be capitalized and amortized over its expected period of future benefits. For the years ended December 31, 2022 and 2021, advertising expense was $0 and $73

Income Taxes: The Company is taxed under the provisions of C Corporation of the Internal Revenue Code. The Company is responsible for all local, state and federal income taxes. For the periods ending December 31, 2022 and December 31, 2021, the Company observed no income tax accrual.

Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events: Management has evaluated subsequent events through April 23, 2023, the date of which the financial statements were available to be issued. There were no subsequent events that require adjustment or disclosure in the financial statements.

Profit Sharing Plans: The Company currently has no profit sharing plan but plans to offer that in the near future.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value: In accordance with Codification Topic 820 ("ASC 820") the Company reports its qualifying assets and liabilities in accordance with the *Fair Value Measurements and Disclosures Standards* under U.S. GAAP. These standards define fair value, establish a framework for measuring fair value, and expand disclosures about fair value measurements. This policy establishes a fair value framework that prioritizes the inputs and assumptions used to measure fair value.

The three levels of the fair value framework are as follows:

- Level 1 – Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date.
- Level 2 – Inputs other than quoted prices in active markets that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.
- Level 3 – Inputs that are unobservable.

A qualifying asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement. The Company's qualifying assets or liabilities are recorded at fair value using Level 1 inputs.

Uncertainty in Income Taxes

The Company adopted the new standards for *Accounting for Uncertainty in Income Taxes*, which required the Company to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2022 and 2021, the Company determined that it had no tax positions that did not meet the "more likely than not" threshold of being sustained by the applicable tax authority. The Company files tax returns in the United States Federal and the New York state jurisdictions. These returns are generally subject to examination by tax authorities for the previous three years.

Revenue Recognition: The Company recognizes revenue upon provision of service, provided service has been provided, there exists persuasive evidence of an arrangement, the fee is fixed or determinable, and collectability of the related receivable is reasonably assured.

NOTE 2 – FIXED ASSETS

At December 31, 2022 and 2021, fixed assets consist of:

	2022	2021
Machinery	$363,709	$ 348,411
Automobiles & other fixed assets	152,538	152,538
Accumulated depreciation	(442,745)	(409,200)
	$ 73,502	$ 91,749

NOTE 3 – CONCENTRATION OF RISK

Financial instruments that potentially expose the Company to concentrations of credit and market risk consist primarily of cash and cash equivalents.

NOTE 4 – REVENUE FROM REQUIRED PURCHASES

The Company derives revenue from required purchases or leases by franchisees. During the fiscal years ending December 31, 2022 and 2021, revenue from the sale of Uncle Louie G Products and Uncle Louie Equipment and Supplies to our franchisees amounted to $878,122 and $819,371 respectively, representing 90% of our total revenue of $975,691 in 2022 and $819,371 in 2021.

SUPPLEMENTARY INFORMATION

UNCLE LOUIE GEE 1 INC

SCHEDULE 1 – OPERATING, GENERAL AND ADMINISTRATIVE EXPENSES

YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
Wages	$ 58,670	$ 38,500
Officer salary	26,000	26,500
Equipment rental	0	323
Payroll taxes	7,715	6,746
Office supplies	5,692	4,252
Advertising	0	73
Auto lease	21,735	21,119
Charitable contributions	103	0
Repairs	5,522	16,119
Insurance	17,680	11,362
Professional fees	7,569	7,949
Office expenses	3,850	7,270
Rent and lease	103,006	94,871
Tolls	4,960	6,732
Dues and subscriptions	0	218
Meals	2,007	2,651
Utilities	71,147	66,795
Parking	302	1,139
Penalties	190	0
Rubbish removal	87	87
Bank charges	494	303
NYS corp tax and mta tax	1,150	1,147
Seminars & conferences	0	662
Telephone	4,128	4,148
Truck expense	13,438	15,338
Licensing and permits	719	315
Freight and delivery	39,776	33,529
Depreciation	33,545	25,379
Internet expense	680	133
	$ 430,165	$ 394,325

UNCLE LOUIE GEE 1, INC

FINANCIAL STATEMENTS AND ACCOMPANYING INFORMATION

YEARS ENDED DECEMBER 31, 2021 AND 2020
WITH
INDEPENDENT ACCOUNTANTANT AUDIT REPORT

UNCLE LOUIE GEE 1, INC.

FINANCIAL STATEMENT

YEARS ENDED DECEMBER 31, 2021 AND 2020

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INDEPENDENT ACCOUNTANT'S AUDIT REPORT

The Board of Directors
Uncle Louie Gee 1, Inc.
Staten Island, New York

We have audited the accompanying financial statements of Uncle Louie Gee 1 Inc., which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the presentation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Uncle Louie Gee 1, Inc. as of December 31, 2021 and 2020, and the results of operations and its cash flows for the years then ended with accounting principles generally accepted in the United States of America

Hartford, Connecticut
April 8, 2022

UNCLE LOUIE GEE 1 INC

BALANCE SHEETS

DECEMBER 31, 2021 AND 2020

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 48,621	$ 53,350
Inventory	51,835	58,940
Prepaid assets	1,545	2,192
TOTAL CURRENT ASSETS	102,001	114,482
FIXED ASSETS, net of accumulated depreciation	91,749	53,284
TOTAL ASSETS	$ 193,750	$ 167,766
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES		
Credit cards	$ 1,613	$ 925
Shareholder note payable	164,986	85,137
TOTAL CURRENT LIABILITIES	166,599	87,062
TOTAL LIABILITIES	166,599	87,062
STOCKHOLDER'S EQUITY		
Additional paid in capital	65,131	65,131
Treasury stock	(75,000)	(75,000)
Retained earnings	37,020	90,573
TOTAL STOCKHOLDER'S EQUITY	27,151	80,704
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 193,750	$ 167,766

UNCLE LOUIE GEE 1 INC.

STATEMENTS OF INCOME AND OWNERS EQUITY

YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
Sales	$ 910,412	$ 755,096
Other income	0	1,000
Total revenue	910,412	756,096
Cost of goods sold	580,140	484,530
Gross profit	330,272	271,566
General and administrative expenses	394,325	298,030
(LOSS) FROM OPERATIONS	(64,053)	(26,464)
NET (LOSS)	(64,053)	(26,464)
RETAINED EARNINGS – BEGINNING OF YEAR	80,704	104,168
SHAREHOLDER'S CONTRIBUTION	10,500	3,000
SHAREHOLDER'S DISTRIBUTION	0	0
TOTAL SHAREHOLDER'S EQUITY – END OF YEAR	$ 27,151	$ 80,704

UNCLE LOUIE GEE 1 INC.

STATEMENT OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net (loss)	$ (64,053)	$ (26,464)
Adjustments to reconcile net income (loss) to net Cash provided by operating activities:		
Depreciation	25,379	18,043
(Increase) decrease in:		
Inventory	7,105	6,135
Prepaid assets	647	(1,656)
Increase (decrease) in:		
Credit card payable	687	662
PPP payable	0	(1,000)
NET CASH (USED) BY OPERATING ACTIVITIES	(30,235)	(15,018)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(63,844)	0
NET CASH USED BY INVESTING ACTIVITIES	(63,844)	0
CASH FLOWS FROM FINANCING ACTIVITIES		
Shareholder contributions	10,500	2,000
Shareholder loan payable	79,849	28,018
PPP loan equity	(1,000)	0
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	89,349	30,018
NET INCREASE (DECREASE) IN CASH	(4,729)	25,738
CASH AT BEGINNING OF YEAR	53,350	27,612
CASH AT END OF YEAR	$ 48,621	$ 53,350

UNCLE LOUIE GEE 1 INC

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Business Activity: Uncle Louie Gee 1, Inc. was formed as a corporation under the Laws of the State of New York in January 2008. The Company is a for profit corporation whose business activity is primarily in the manufacturing and wholesale of Italian Ices.

Method of Accounting: The Company records its transactions in accordance with the accrual method of accounting. This method of accounting recognizes revenue when earned rather than received and expenses incurred rather than paid. For income tax purposes, the Company uses the cash method of accounting.

Cash and Cash Equivalents: The Company considers all highly liquid debt instruments purchased with maturities of three months or less to be cash equivalents. As of the balance sheet date, balances of cash and cash equivalents at a financial banking institution did not exceed the federally insured limit of $250,000. These balances fluctuate greatly during the year and can exceed this $250,000 limit. Management monitors regularly the financial condition of the banking institution, along with their balances in cash and cash equivalents, in order to keep this potential risk to a minimum.

Fixed Assets: Fixed assets are valued on the basis of cost. Maintenance and repairs are charged to income. Replacements of a routine nature are charged to income, while those which improve or extend the lives of existing equipment are capitalized. The Company utilizes the Modified Accelerated Cost Recovery method of depreciation for income tax purposes, and the straight line method for financial statement purposes. When items of property are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the income statement.

Advertising: The Company expenses the production costs of advertising for the first time the advertising takes place, except for direct-response advertising, which would be capitalized and amortized over its expected period of future benefits. For the years ended December 31, 2021 and 2020, advertising expense was $73 and $1,321.

Income Taxes: The Company is taxed under the provisions of C Corporation of the Internal Revenue Code. The Company is responsible for all local, state and federal income taxes. For the periods ending December 31, 2021 and December 31, 2020, the Company observed no income tax accrual.

Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events: Management has evaluated subsequent events through April 8, 2022, the date of which the financial statements were available to be issued. There were no subsequent events that require adjustment or disclosure in the financial statements.

Profit Sharing Plans: The Company currently has no profit sharing plan but plans to offer that in the near future.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value: In accordance with Codification Topic 820 ("ASC 820") the Company reports its qualifying assets and liabilities in accordance with the *Fair Value Measurements and Disclosures Standards* under U.S. GAAP. These standards define fair value, establish a framework for measuring fair value, and expand disclosures about fair value measurements. This policy establishes a fair value framework that prioritizes the inputs and assumptions used to measure fair value.

The three levels of the fair value framework are as follows:

- Level 1 – Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date.
- Level 2 – Inputs other than quoted prices in active markets that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.
- Level 3 – Inputs that are unobservable.

A qualifying asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement. The Company's qualifying assets or liabilities are recorded at fair value using Level 1 inputs.

Uncertainty in Income Taxes

The Company adopted the new standards for *Accounting for Uncertainty in Income Taxes*, which required the Company to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2021 and 2020, the Company determined that it had no tax positions that did not meet the "more likely than not" threshold of being sustained by the applicable tax authority. The Company files tax returns in the United States Federal and the New York state jurisdictions. These returns are generally subject to examination by tax authorities for the previous three years.

Revenue Recognition: The Company recognizes revenue upon provision of service, provided service has been provided, there exists persuasive evidence of an arrangement, the fee is fixed or determinable, and collectability of the related receivable is reasonably assured.

NOTE 2 – FIXED ASSETS

At December 31, 2021 and 2020, fixed assets consist of:

	2021	2020
Machinery	$348,411	$ 282,052
Automobiles & other fixed assets	152,538	152,538
Accumulated depreciation	(409,200)	(381,306)
	$ 91,749	$ 53,284

NOTE 3 – CONCENTRATION OF RISK

Financial instruments that potentially expose the Company to concentrations of credit and market risk consist primarily of cash and cash equivalents.

NOTE 4 – REVENUE FROM REQUIRED PURCHASES

The Company derives revenue from required purchases or leases by franchisees. During the fiscal years ending December 31, 2021 and 2020, revenue from the sale of Uncle Louie G Products and Uncle Louie Equipment and Supplies to our franchisees amounted to $819,371 and $679,586 respectively, representing 90% of our total revenue of $819,371 in 2021 and $755,096 in 2020.

NOTE 5 – RECENT ACCOUNTING PRONOUNCEMENTS

Changes to U.S. GAAP are established by the Financial Accounting Standards Board ("FASB") in the form of Accounting Standards Updates ("ASU") to the FASB Accounting Standards Codification.

The Company considers the applicability and impact of all ASU. ASU listed below include those that have been adopted during the current fiscal year and or those that have been issued but not yet adopted as of the date of this issuance. ASU not listed below were assessed and determined to be either not applicable or not material.

ASU adopted during the year ended December 31, 2020

Standard: ASU 2014-09, Revenue from contracts with customers (Topic 606)

Description: The ASU is based on the core principle that revenue is recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. The Standard also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, and assets recognized from the costs to obtain or fulfill a contract with a customer.

Effective date and method of adoption: January 1, 2020 using the modified retrospective method.

Effect on the financial statements or other significant matters: The adoption of the ASU did not have any impact on the Company's results of operation.

SUPPLEMENTARY INFORMATION

UNCLE LOUIE GEE 1 INC

SCHEDULE 1 – OPERATING, GENERAL AND ADMINISTRATIVE EXPENSES

YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
Wages	$ 65,305	$ 45,600
Equipment rental	323	0
Payroll taxes	6,746	5,055
Office supplies	4,252	0
Advertising	73	1,321
Auto lease	21,119	19,886
Repairs	16,479	2,680
Insurance	11,362	9,866
Professional fees	7,949	6,251
Office expenses	7,270	3,407
Rent and lease	94,871	90,291
Tolls	6,732	658
Dues and subscriptions	218	477
Meals	2,651	1,597
Utilities	66,795	53,595
Parking	1,139	93
Rubbish removal	87	326
Bank charges	303	266
NYS corp tax and mta tax	1,147	645
Seminars & conferences	662	0
Telephone	4,148	4,947
Truck expense	15,338	13,480
Licensing and permits	315	665
Freight and delivery	33,529	18,269
Depreciation	25,379	18,043
Internet expense	133	612
	$ 394,325	$ 298,030

EXHIBIT H
TO THE DISCLOSURE DOCUMENT

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

FLORIDA ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises located in the State of Florida, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

The following constitutes disclosures about our Area Representative as to Items 2, 3, 4, 5, 6, and 11:

Item 2 Business Experience

Florida:

Mitchell Quain, Area Representative. Mitchell Quain has served as an Area Representative for us, as a Member of ULG Florida, LLC, in Florida, since August 2018. From January 2013 until 2021, Mr. Quain served as a Senior Advisor to Carlyle Group in New York, New York.

Item 3 Litigation

No litigation is required to be disclosed in this Item.

Item 4 Bankruptcy

No bankruptcy information is required to be disclosed in this Item.

Item 5 Initial Fees; Item 6 Other Fees

You shall pay the initial franchise fee and other fees due under your Franchise Agreement to the Florida Area Representative.

You agree to purchase Italian ices, ice cream, and other approved products of ours from the Florida Area Representative.

Item 11 Franchisor's Assistance, Advertising, Computer Systems, and Training

The Area Representatives listed above may offer certain assistance to you with respect to initial training, site selection, and operational support.

We list the nature and length of each Area Representative's experience in the field and with the franchisor in Item 2 of this Addendum above.

NEW YORK ADDENDUM
TO THE DISCLOSURE DOCUMENT

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. The following information is added to the cover page of the Franchise Disclosure Document:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
New York	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I
TO THE DISCLOSURE DOCUMENT

RECEIPTS

Uncle Louie Gee I, Inc.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all the agreements carefully.

If Uncle Louie Gee I, Inc. offers you a franchise, we must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 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.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this 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 we do not deliver this disclosure document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency list in attached Exhibit A.

We authorize the respective state agencies identified in Exhibit A to receive service of process for us in the particular state.

Issuance Date: April 23, 2023

Our franchise sellers for this offering are:

X	Dino Russo	115 Johnson Street, Staten Island, NY 10309; (718) 966-3763
X	Dino T. Russo	115 Johnson Street, Staten Island, NY 10309; (718) 966-3763
X	Mitchell Quain	333 Sunset Avenue, Palm Beach, FL 33480; (917) 282-6440

I have received a disclosure document dated April 23, 2023 that included the following exhibits:

A. LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
B. FRANCHISE AGREEMENT
APPENDIX 1(A) FRANCHISE TYPE AND OPERATING UNIT TYPE ACKNOWLEDGMENT

APPENDIX 1(B) PERMANENT SITE LOCATION ACKNOWLEDGMENT
APPENDIX 1(C) OPERATING AREA
APPENDIX 2 STATEMENT OF OWNERSHIP INTERESTS AND PRINCIPALS
APPENDIX 3 FLORIDA ADDENDUM TO THE FRANCHISE AGREEMENT
C. GENERAL RELEASE
D. TABLE OF CONTENTS OF OPERATIONS MANUAL
E. LIST OF FRANCHISEES
F. LIST OF FORMER FRANCHISEES
G. FINANCIAL STATEMENTS
H. STATE ADDENDA TO THE DISCLOSURE DOCUMENT
I. RECEIPTS

PROSPECTIVE FRANCHISEE:

DATE RECEIVED (Must be Completed)	Authorized Signature
	Name and Title (please print)

Please sign, date, and retain this copy for your records.

Uncle Louie Gee I, Inc.

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DATE RECEIVED (Must be Completed)

Authorized Signature

Name and Title (please print)

Please sign, date, and return this copy to us