

## FRANCHISE DISCLOSURE DOCUMENT



**D1 SPORTS FRANCHISE, LLC**  
A Tennessee limited liability company  
7115 S. Springs Drive  
Franklin, Tennessee 37067  
615-933-5653  
<http://www.d1franchise.com/>  
[franchise@d1training.com](mailto:franchise@d1training.com)

The franchise is for the right to own and operate a training facility offering athletic-based scholastic and adult group training, coaching and personal training, and related products and services under the “D1<sup>®</sup>” name and marks.

The total investment necessary to begin operation of a D1 training facility is estimated to be \$480,557- \$933,432. This includes an estimate of \$190,242 - \$229,310 that must be paid to us or our affiliate(s) prior to opening.

The total investment necessary to begin operation of two to four facilities is estimated to be \$520,557- \$1,038,432. This includes a development fee ranging between \$99,500 for 2 facilities and \$164,500 for 4 facilities, and your estimated initial investment to open the first facility.

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 format that is more convenient for you. To discuss the availability of disclosures in different formats, contact D1 Sports Franchise, LLC, 7115 S. Springs Drive, Franklin, Tennessee 37067, (615) 933-5653.

The terms of your contract will govern your franchise relationship. Don’t rely on this Disclosure Document alone to understand your contract. Read all of your contract(s) carefully. Show your contract(s) 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, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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 18, 2025, as amended ~~August 25~~October 6, 2025.

*William James Beckham III v. D1 Sports Franchise, LLC*, AAA Case No. 01-25-0003-7901 (American Arbitration Association, demand filed August 11, 2025). Claimant William James Beckham III, a franchisee who purchased territories in Ohio, alleges fraud, violation of the Tennessee Consumer Protection Act, breach of contract, breach of the duty of good faith and fair dealing, negligent misrepresentation, constructive fraud, and unjust enrichment. This individual arbitration proceeding was ordered by the Circuit Court for the Twenty-First Judicial District in Williamson County, Tennessee following our motion to compel arbitration in *William James Beckham III, et al. v. D1 Sports Franchise, LLC*, Case No. 25CV-290. The claimant alleges that we misrepresented the D1 franchise system, including making false claims about: (1) the profitability and viability of the franchise business model; (2) that franchises could be operated on a "semi-absentee" basis; (3) the existence of a proven, tested business system; (4) financial performance and revenue projections based on data from larger, company-owned facilities rather than the smaller franchise model being sold; (5) the ownership structure of existing locations, particularly regarding professional athlete ownership; (6) territory designation criteria and exclusivity; (7) the level of support and training to be provided; and (8) build-out costs and operational requirements. The claimant seeks compensatory damages, treble damages and attorneys' fees under the Tennessee Consumer Protection Act, punitive damages, declaratory relief, and other relief as deemed appropriate. We categorically deny all material allegations and intend to defend against these claims vigorously in the arbitration proceeding.

[\*Donald Chriss and Capital Marketing, Inc. v. D1 Sports Franchise, LLC\*, AAA Case No. 01-25-0003-9231 \(American Arbitration Association, demand filed August 15, 2025\). Claimants Donald Chriss and Capital Marketing, Inc., franchisees who purchased a territory in Florida, allege fraud, violation of the Tennessee Consumer Protection Act, breach of contract, breach of the duty of good faith and fair dealing, negligent misrepresentation, constructive fraud, and unjust enrichment. This individual arbitration proceeding was ordered by the Circuit Court for the Twenty-First Judicial District in Williamson County, Tennessee following our motion to compel arbitration in \*William James Beckham III, et al. v. D1 Sports Franchise, LLC\*, Case No. 25CV-290. The claimants allege that we misrepresented the D1 franchise system, including making false claims about: \(1\) the profitability and viability of the franchise business model; \(2\) that franchises could be operated on a "semi-absentee" basis; \(3\) the existence of a proven, tested business system; \(4\) financial performance and revenue projections based on data from larger, company-owned facilities rather than the smaller franchise model being sold; \(5\) the ownership structure of existing locations, particularly regarding professional athlete ownership; \(6\) territory designation criteria and exclusivity; \(7\) the level of support and training to be provided; and \(8\) build-out costs and operational requirements. The claimants seek compensatory damages, treble damages and attorneys' fees under the Tennessee Consumer Protection Act, punitive damages, declaratory relief, and other relief as deemed appropriate. We categorically deny all material allegations and intend to defend against these claims vigorously in the arbitration proceeding.](#)

[\*John Rose, Larissa Rose, and Kilravock Performance, Inc. v. D1 Sports Franchise, LLC\*, AAA Case No. 01-25-0003-9480 \(American Arbitration Association, demand filed August 18, 2025\). Claimants John Rose and Larissa Rose, franchisees who purchased a territory in Texas, along with their franchise entity Kilravock Performance, Inc., allege fraud, violation of the Tennessee Consumer Protection Act, breach of contract, breach of the duty of good faith and fair dealing, negligent misrepresentation, constructive fraud, unjust enrichment, and seek declaratory judgment. This individual arbitration proceeding was ordered by the Circuit Court for the Twenty-](#)

First Judicial District in Williamson County, Tennessee following our motion to compel arbitration in *William James Beckham III, et al. v. D1 Sports Franchise, LLC*, Case No. 25CV-290. The claimants allege that we misrepresented the D1 franchise system, including making false claims about: (1) the profitability and viability of the franchise business model; (2) that franchises could be operated on a "semi-absentee" basis; (3) the existence of a proven, tested business system; (4) financial performance and revenue projections based on data from larger, company-owned facilities rather than the smaller franchise model being sold; (5) the ownership structure of existing locations, particularly regarding professional athlete ownership; (6) territory designation criteria and exclusivity; (7) the level of support and training to be provided; and (8) build-out costs and operational requirements, including representations regarding HVAC equipment requirements that allegedly resulted in increased costs. The claimants seek compensatory damages, treble damages and attorneys' fees under the Tennessee Consumer Protection Act, punitive damages, declaratory relief regarding a mutual termination and release agreement, and other relief as deemed appropriate. We categorically deny all material allegations and intend to defend against these claims vigorously in the arbitration proceeding.

*Michael Garrett and Jamber One LLC v. D1 Sports Franchise, LLC, Franchise Fastlane, LLC, and Sports Med Properties, LLC*, Case No. 25CV-472 (Circuit Court for Williamson County, Tennessee, filed August 4, 2025). Franchisee Michael Garrett and his company filed suit against us and other defendants alleging fraud, violations of Tennessee Consumer Protection Act, breach of contract, negligent misrepresentation, constructive fraud, unjust enrichment, civil conspiracy, and violations of New Jersey Consumer Fraud Act and New Jersey Franchise Practices Act. The complaint alleges we made material misrepresentations about the franchise model's viability, the ability to operate on a "semi-absentee" basis, financial performance representations, professional athlete ownership claims, and costs required to establish the franchise. The plaintiff claims our franchise model does not work, that we manipulate FDD disclosures to mislead franchisees, and that we failed to provide promised support and systems. The plaintiff seeks compensatory damages, treble/punitive damages, attorneys' fees, and injunctive relief to prevent us from selling additional franchises. We plan to defend vigorously against all claims. The litigation is pending.

*Michael Garrett and Jamber One LLC v. D1 Sports Franchise, LLC*, AAA Case No. 01-25-0004-0011 (American Arbitration Association, demand filed August 20, 2025). Franchisee Michael Garrett and his company filed an arbitration demand against us alleging we systematically misled and defrauded them into becoming a D1 franchisee, breached the franchise agreement, and violated state and federal consumer protection laws. The claimants seek damages plus attorneys' fees, interest, arbitration costs, and punitive/exemplary damages. The demand alleges we made material misrepresentations about the franchise model's viability and profitability. We plan to defend vigorously against all claims. The arbitration is pending.

*Lisa and Brian Garrigan and Garrigan Capital, Inc. v. D1 Sports Franchise, LLC*, AAA Case No. 01-25-0003-7271 (American Arbitration Association, demand filed August 6, 2025). Claimants Lisa and Brian Garrigan and their corporate entity Garrigan Capital, Inc., franchisees who purchased a territory in Illinois, allege that we systematically misled and defrauded them into becoming D1 franchisees, breached the franchise agreement, and violated state and federal consumer protection laws. The claimants seek compensatory damages, attorneys' fees, interest, arbitration costs, and punitive damages. We intend to defend against these allegations vigorously in the arbitration proceeding.

[Jon and Maija Reisterer and Smiltis Corporation v. D1 Sports Franchise, LLC, AAA Case No. 01-25-0004-5884 \(American Arbitration Association, demand filed September 11, 2025\). Claimants Maija and Jon Reisterer and their corporate entity Smiltis Corporation, are franchisees who purchased a territory in Michigan](#), allege that we systematically misled and defrauded them into becoming D1 franchisees, breached the franchise agreement, and violated state and federal consumer protection laws. The claimants seek compensatory damages, attorneys' fees, interest, arbitration costs, and punitive damages. We intend to defend against these allegations vigorously in the arbitration proceeding.

*Ryan Vest, et al. v. D1 Sports Franchise, LLC*, Case Number 01-25-0003-3763 (American Arbitration Association, demand filed July 17, 2025, initiation July 24, 2025). Claimants are a franchisee who purchased 2 territories, Illinois on July 20, 2022, and two more on August 29, 2022, but only opened one facility, allege violations of the Illinois Franchise Disclosure Act, the Tennessee Consumer Protection Act, common law fraudulent inducement, breach of franchise agreement, and seek declaratory judgment. The claimants allege that we misrepresented the D1 franchise system, including making false claims about: (1) financial performance representations and expected return on investment; (2) that the franchise could be operated on a semi-absentee basis; (3) the extent of training and support services to be provided; (4) territory evaluation criteria and viability assessments; (5) construction cost estimates for leasehold improvements; (6) required software systems and associated technology fees; (7) the disclosure of affiliate relationships and management personnel; and (8) prior litigation involving affiliated entities. The claimants sought actual and consequential damages, treble damages under the Tennessee Consumer Protection Act, punitive damages, attorney's fees and costs, rescission of franchise agreements in the alternative, and declaratory judgment voiding the franchise agreements and related amendments. We intend to defend against these allegations vigorously in the arbitration proceeding.

*Susan and Michael Wesselhoft v. D1 Sports Franchise, LLC*, AAA Case No. 01-25-0003-6883 (American Arbitration Association, demand filed August 4, 2025). Claimants Susan and Michael Wesselhoft are franchisees in Florida with one undeveloped territory who have filed an arbitration demand against us alleging that we systematically misled and defrauded them into becoming a D1 franchisee, breached the franchise agreement, and violated state and federal consumer protection laws. The claimants seek damages plus attorneys' fees, interest, arbitration costs, and punitive exemplary damages. We plan to defend vigorously against all claims. The arbitration is pending.

Except as mentioned above, D1 Sports Franchise, LLC has no other litigation that is required to be disclosed in this Item and has no currently effective restrictive orders or decrees from any state.

The below litigation is from our affiliates, Ringside Development Company dba BIO-One Colorado Inc. that we are required to disclose due to common ownership with our affiliate, Princeton Equity Group, LLC.

On November 7, 2018, the State of California (through the Commissioner of the Department of Business Oversight now the Department of Financial Protection and Innovation) and Ringside Development Company dba BIO-One Colorado Inc. entered into a "Consent Order" captioned: In the Matter of RINGSIDE DEVELOPMENT COMPANY dba BIO-ONE, INC., for which no case number or similar number was assigned. In the consent, Ringside Development

We do not have a designated training staff, however, the pool of staff may include: (i) Myles Baker (~~Senior~~ Director of ~~Field Support Operations~~) who has 20 years of experience in the fitness industry; (ii) Casey Belovsky (Director of Pre-Sales), who has 18 years of experience in the fitness industry; (iii) ~~Austin Miele (Director of Education), who has 10 years of experience in the fitness industry;~~ (iv) Chip Pelasky (~~Senior~~ Director of ~~Training Camp Facility Performance~~) who has 25 years of experience in the fitness industry; (v) ~~Jake Van Der Stad~~ Tony Lopez (Regional Business Coach), who has 2310 years of experience in the fitness industry; (vi) ~~Heath Stegally~~ Derek Dowery (Regional Business Coach), who has 79 years of experience in the fitness industry; and (vii) Brooke Burch (Regional Business Coach), who has 5 years of experience in the fitness industry. Any member of our corporate staff may participate in or conduct one or all your training programs. The instructors have 1 to 25 years of experience in the subjects taught and up to 7 years of experience with us and our affiliates.

## **ITEM 12**

### **TERRITORY**

You will not receive an exclusive territory. You may face competition from other franchisees, from D1 Training Facilities that we or our affiliates own or from other channels of distribution or competitive brands that we control.

The Franchise Agreement gives you the right to open a single D1 Training Facility at a specific location. If you do not have a Premises as of the date you sign your Franchise Agreement, then a mutually agreed-upon non-exclusive site selection area wherein you will secure a Premises (the “Site Selection Area”) will be set forth in Exhibit A of the Franchise Agreement. This Site Selection Area will generally encompass several zip codes encompassing approximately 7,500 to 20,000 households.

After you have a Premises that is approved by us selected, an amendment will be made to your Franchise Agreement. Under your amended Franchise Agreement, you will receive a designated Territory defined by a radius around your D1 Training Facility or geographic boundaries (“Designated Territory”). Your Designated Territory will vary from a .20 mile to a 3-mile radius from your Premises based on the number of qualifying households that surround your Premises. If you are located in a rural or suburban area that is not densely populated, we expect that your Designated Territory will typically be comprised of a Radius around the Approved Location containing approximately 7,500 households and/or 10,000 people aged 5 to 24. If you live in an urban, metropolitan area that is densely populated, then we expect that your Designated Territory will be comprised of a smaller geographical area that is described as a certain number of blocks or certain radius around your Premises. Your Designated Territory will likely vary from other System franchisees based on the population density and demographics of the Site Selection Area in which you are looking to open and/or develop your D1 Training Facility(s).

Once you receive your Designated Territory, your rights within the applicable Site Selection Area will go away. Since some portions of designated Territories granted in connection with D1 Training Facilities may overlap, we will not approve any proposed premises for your D1 Training Facility that is located within another System franchisee’s Designated Territory.

Subject to your compliance with your Franchise Agreement, we will not open or locate, or

franchisee organizations associated with our franchise system.

**ITEM 21**  
**FINANCIAL STATEMENTS**

Exhibit D contains the Company's audited financial statements for the years ended December 31, 2024, December 31, 2023, and December 31, 2022. Exhibit D also contains a copy of our unaudited balance sheet and unaudited profit and loss statement as of ~~June 30~~[August 31](#), 2025. Our fiscal year end is December 31.

**ITEM 22**  
**CONTRACTS**

The following contracts are attached as exhibits to this Disclosure Document:

Exhibit B – Franchise Agreement

Exhibit C – Area Development Agreement

Exhibit F – Sample General Release

Exhibit H – State Addenda and Agreement Riders

**ITEM 23**  
**RECEIPTS**

Exhibit J contains detachable documents acknowledging your receipt of this Disclosure Document.

**EXHIBIT I**

**STATE EFFECTIVE DATES**

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The following states require that the 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 disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

<b>State</b>	<b>Effective Date</b>
California	<del>September 16, 2025</del> <u>Pending Registration</u>
Hawaii	<del>Effective</del> <u>Pending Registration</u>
Illinois	<del>August 25, 2025</del> <u>Pending Registration</u>
Indiana	<del>August 25, 2025</del> <u>Pending Registration</u>
Maryland	<del>September 11, 2025</del> <u>Pending Registration</u>
Michigan	August 24, 2025
Minnesota	<del>September 2, 2025</del> <u>Pending Registration</u>
New York	<del>August 27, 2025</del> <u>Pending Registration</u>
North Dakota	<del>August 25, 2025</del> <u>Pending Registration</u>
Rhode Island	<del>August 26, 2025</del> <u>Pending Registration</u>
South Dakota	April 18, 2025
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	<del>August 25, 2025</del> <u>Pending Registration</u>

Other  
may  
require

states

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.

**RECEIPT**  
**(OUR COPY)**

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

If D1 Sports Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, D1 Sports Franchise, LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must 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. Under New York law, we must provide this disclosure document at the earlier of the 1<sup>st</sup> personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If D1 Sports Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is D1 Sports Franchise, LLC, 7115 S. Springs Drive, Franklin, TN 37067; (615) 933-5653. The franchise sellers for this offering are:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Jeffrey Bryant Howell Jr<br>D1 SPORTS FRANCHISE, LLC<br>7115 S. Springs Drive<br>Franklin, Tennessee 37067<br>(888) 831-8724  | <input type="checkbox"/> Andy Vickers<br>D1 SPORTS FRANCHISE, LLC<br>7115 S. Springs Drive<br>Franklin, Tennessee 37067<br>(615) 933-5653    | <input type="checkbox"/> Chad Barribeau<br>D1 SPORTS FRANCHISE, LLC<br>7115 S. Springs Drive<br>Franklin, Tennessee 37067<br>(615) 933-5653 |
| <input type="checkbox"/> Mischak Rivera<br>D1 SPORTS FRANCHISE, LLC<br>7115 S. Springs Drive<br>Franklin, Tennessee 37067<br>(615) 933-5653  | <input type="checkbox"/> Richard Collins<br>D1 SPORTS FRANCHISE, LLC<br>7115 S. Springs Drive<br>Franklin, Tennessee 37067<br>(615) 933-5653 | <input type="checkbox"/> Julie Bauer<br>D1 SPORTS FRANCHISE, LLC<br>7115 S. Springs Drive<br>Franklin, Tennessee 37067<br>(615) 933-5653    |
| <input type="checkbox"/> <a href="#">Brooke Adams</a><br><a href="#">D1 SPORTS FRANCHISE, LLC</a><br><a href="#">7115 S. Springs Drive</a><br><a href="#">Franklin, Tennessee 37067</a><br><a href="#">(615) 903-4435</a><br><del>Name of Franchise Seller:</del><br><br><del>Principal Business Address:</del><br><br><del>Telephone No.:</del> | <input type="checkbox"/> <u>Name of Franchise Seller:</u><br><br><u>Principal Business Address:</u><br><br><u>Telephone No.:</u>             |   |

Issuance Date: April 18, 2025, as amended ~~August 25~~ [October 6, 2025](#).

See Exhibit A for D1 Sports Franchise, LLC's registered agents authorized to receive service of process. I have received a disclosure document dated April 18, 2025, as amended ~~August 25~~ [October 6, 2025](#), that included the following Exhibits:

Exhibit A -	State Administrators/Agents for Service of Process	Exhibit F-	Sample General Release
Exhibit B -	Franchise Agreement	Exhibit G -	List of Current Franchisees
Exhibit C -	Area Development Agreement	Exhibit H-	State Addenda and Agreement Riders
Exhibit D -	Financial Statements	Exhibit I -	State Effective Dates
Exhibit E -	Operations Manual Table of Contents	Exhibit J -	Receipts

**RECEIPT  
(YOUR COPY)**

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| Exhibit D - | Financial Statements                               | Exhibit I - | State Effective Dates              |
| Exhibit E - | Operations Manual Table of Contents                | Exhibit J - | Receipts                           |