

## 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 ~~June 10~~ August 25, 2025

Franklin, Tennessee. Mr. Clark is also the (i) President and Owner of 45 Sports Training in Franklin, Tennessee and has held this position since January 2022, and (ii) President and Owner of Gym Profit Solutions in Franklin, Tennessee and has held this position between February 2022 and April 2025, when Gym Profit Solutions was acquired by us through our affiliate, GPS. Mr. Clark was previously the (i) Business Consultant for Gym Launch in Carrollton, Texas from April 2019 to September 2019, (ii) President and Owner for Foolproof Fitness Solutions in California from July 2019 to June 2020, and (iii) General Manager of D1 Training Cool Springs from June 2020 to December 2021 in Franklin, Tennessee.

### **Julie Bauer – Vice President of Franchise Development**

Ms. Bauer has been our Vice President of Franchise Development since January 2024 in Perry Hall, Maryland. Ms. Bauer previously served as our Franchise Development Director from January 2022 to January 2024 in Perry Hall, Maryland. Prior to that time, Ms. Bauer served as a Pharmacy Business Consultant for Cardinal Health in Dublin, Ohio from December 2019 to December 2021. Ms. Bauer also previously served as a Business Consultant for Gym Launch Secrets in Carrollton, Texas from August 2019 to December 2019. Additionally, Ms. Bauer also served as Sales Manager for WSA Fitness in Towson Maryland from April 2018 to August 2019 and as Assistant Property Manager for Harbor Group Management from August 2016 to March 2018 in Plainsboro, New Jersey.

### **ITEM 3 LITIGATION**

Pending Litigation/Arbitration:

*D1 Sports Franchise, LLC v. Alex Nicholas, Chase Howard, Francesco Amati, Joel Wildman and D1 North Naples, LLC*, [AAA](#) Case No. 012500017990 (American Arbitration Association, filed April 10, 2025). We initiated arbitration against a former franchisee and its owners after they abandoned their Naples, Florida franchise and immediately began operating a competing business at the same location. We are seeking injunctive relief to enforce post-termination non-competition obligations, damages for breach of contract including early termination, and specific performance requiring the franchisee to sell the franchise assets to us as required under the franchise agreement. We also seek a declaration that fraud claims related to the franchise sale are barred by a release signed during the assignment of the franchise to D1 North Naples, LLC. ~~The arbitration is pending.~~

[Alex Nicholas has filed counterclaims alleging fraud, violations of Tennessee Consumer Protection Act, breach of contract, negligent misrepresentation, constructive fraud, unjust enrichment, and civil conspiracy. The counterclaims assert that our franchise model does not work, that we made material misrepresentations about the business being operable on a "semi-absentee" basis, that financial performance representations were misleading, and that we failed to provide promised support and systems. Alex Nicholas also reserved rights to assert additional claims under Florida law. We plan to defend vigorously against all counterclaims. The arbitration is pending.](#)

*Nicholas v. D1 Sports Franchise, LLC and Franchise Fastlane, LLC*, Case No. 25CV-199 (Circuit Court for Williamson County, Tennessee, filed April 1, 2025). Plaintiff Alex Nicholas, a franchisee who purchased one territory in North Naples, Florida and a second territory in Pinecrest, Florida on March 24, 2021, alleges fraud, breach of contract, violation of the Tennessee Consumer Protection Act, negligent misrepresentation, constructive fraud, unjust enrichment, and civil conspiracy. The plaintiff alleges that we misrepresented the D1 franchise system, including

making false claims about: (1) the profitability and viability of the franchise model; (2) that the franchise could be operated on a semi-absentee basis; (3) the ownership structure of existing locations, particularly claims about professional athlete ownership; (4) the qualification criteria for prospective franchisees; (5) financial performance; (6) the size requirements and operational similarities between different franchise locations; and (7) the legitimacy of our proprietary system and trade secrets. The plaintiff sought injunctive relief to prevent us from selling franchises, damages and attorneys' fees under the Tennessee Consumer Protection Act, contractual attorneys' fees, punitive damages, and other relief as the court deemed appropriate. Plaintiff filed a motion to dismiss us from this lawsuit on May 28, 2025, in order to pursue his claims in the arbitration proceeding we initiated (*D1 Sports Franchise, LLC v. Alex Nicholas, Chase Howard, Francesco Amati, Joel Wildman and D1 North Naples, LLC*). We intend to defend against these allegations vigorously in the aforementioned arbitration.

*Ostrow, et al. v. Bauer, et al.*, Case No. 25CV-166 (Circuit Court for Williamson County, Tennessee, filed March 25, 2025). Plaintiffs Scott Ostrow, Courtney Ostrow, and SSR Holdings, LLC filed a lawsuit against Julie Bauer (our Vice President of Franchise Development), Collin Bauer, SSR Tallahassee, LLC, and Gym Profit Solutions, LLC, then owned by Austin Clark (our Vice President of Operations). The complaint alleges fraud, conversion, [breach of fiduciary duty](#), [fraudulent concealment](#), and violation of the Tennessee Consumer Protection Act related to a D1 Training franchise in Tallahassee, Florida. Plaintiffs claim they provided approximately \$150,000 in funding for the operation of the studio, but defendants allegedly misrepresented their intentions by concealing they had already secured another buyer and improperly withdrew approximately \$29,954 from plaintiffs' account. Plaintiffs seek declaratory relief, compensatory damages, treble damages, punitive damages, attorneys' fees, and injunctive relief. The defendants intend to defend against the allegations and have filed motions to dismiss on June 3, 2025, [as amended August 6, 2025](#) (SSR Tallahassee, LLC, Julie Bauer and Collin Bauer) and June 5, 2025 (Gym Profit Solutions, LLC). The case is in its initial stages.

*William James Beckham III, et al. v. D1 Sports Franchise, LLC*, Case No. 25CV-290 (Circuit Court for the Twenty-First Judicial District in Williamson County, Tennessee, filed May 19, 2025). Two current, and one former, franchisees filed a lawsuit alleging 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. The plaintiffs 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. Plaintiffs collectively claim damages exceeding \$4 million, with individual franchisee losses ranging from approximately \$500,000 to \$1.7 million. Plaintiffs seek injunctive relief to prevent us from selling additional franchises, compensatory damages, treble damages and attorneys' fees under the Tennessee Consumer Protection Act, punitive damages, declaratory relief regarding certain franchise agreements, and other relief as the court deems appropriate. The Court recently ruled that these claims should be heard via arbitration per each claimant's franchise agreement. We categorically deny all material allegations and intend to

defend against these claims vigorously.

*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.

*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.

*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. The specific allegations and relief sought are not yet available, as we have not received a copy of the demand for arbitration. We intend to defend against any allegations vigorously in the arbitration proceeding.

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 Company dba BIO-One Colorado Inc. admitted that it sold a franchise in California without being properly registered. In settling the matter, they paid the state \$2,500 and agreed to desist and refrain from the further offer or sale of franchises in California unless and until the offers have been duly registered with California under the California Franchise Investment Law (Corp. Code, §31000 et seq.).

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 ~~April~~June 30, 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.

D1 Sports Franchise, LLC  
(A Limited Liability Company)  
Balance Sheet  
For January 1, 2025 to June 30, 2025 Period  
**UNAUDITED**  
Incl ASC 606 unaudited adjustments

	<u>2025</u>
<b>Assets</b>	
Current assets:	
Cash	294,826
Accounts receivable, net	3,456,441
Due from related parties	139,535
Prepaid expenses and other current assets	504,766
<b>Total current assets</b>	<b>4,395,568</b>
Equipment, net	259,017
Operating lease right of use asset	119,387
Prepaid expenses - deferred charges	3,851,770
<b>Total assets</b>	<b>8,625,741</b>
<b>Liabilities and Member's Deficit</b>	
Current liabilities:	
Accounts payable and accrued expenses	853,692
Marketing fund payable	70,177
<b>Total current liabilities</b>	<b>923,869</b>
Long-term liabilities:	
Deferred revenue	20,077,956
Operating lease liability	119,387
<b>Total long-term liabilities</b>	<b>20,197,343</b>
<b>Total liabilities</b>	<b>21,121,212</b>
Commitments and Contingencies	-
Member's Deficit	(12,495,471)

D1 Sports Franchise, LLC  
(A Limited Liability Company)  
Statement of Operations and Member's Deficit  
For January 1, 2025 to June 30, 2025 Period

**UNAUDITED**

Incl ASC 606 unaudited adjustments

	<u>2025</u>
Revenues:	
Franchise fees and royalties	3,779,651
Vendor rebates	522,520
Marketing fee revenue	649,145
Billable expense revenue	532,774
Other revenues	167,210
<u>Total revenues</u>	<u>5,651,300</u>
Operating expenses:	
Selling, general, and administrative	5,788,017
Marketing fund expenses	457,613
<u>Total operating expenses</u>	<u>6,245,629</u>
<u>Income (loss from operations)</u>	<u>(594,329)</u>
Other income (expenses)	
Other expense	(385,363)
Other income	78,000
<u>Other income, net</u>	<u>(307,363)</u>
Net income (loss)	(901,692)
Member's deficit - beginning	(11,373,943)
Contributions	-
Distributions	(219,835)
Member's Deficit - ending	(12,495,471)

D1 Sports Franchise, LLC  
(A Limited Liability Company)  
Balance Sheet  
For January 1, 2025 to April 30, 2025 Period

**UNAUDITED**

Incl ASC 606 unaudited adjustments

	<u>2025</u>
<b>Assets</b>	
Current assets:	
Cash	261,552
Accounts receivable, net	3,518,855
Due from related parties	22,064
Prepaid expenses and other current assets	91,634
<b>Total current assets</b>	<b>3,894,105</b>
Equipment, net	253,023
Operating lease right of use asset	119,387
Prepaid expenses - deferred charges	3,893,244
<b>Total assets</b>	<b>8,159,759</b>
<b>Liabilities and Member's Deficit</b>	
Current liabilities:	
Accounts payable and accrued expenses	915,824
Marketing fund payable	70,177
<b>Total current liabilities</b>	<b>986,001</b>
Long-term liabilities:	
Deferred revenue	19,365,006
Operating lease liability	119,387
<b>Total long-term liabilities</b>	<b>19,484,392</b>
<b>Total liabilities</b>	<b>20,470,393</b>
Commitments and Contingencies	-
Member's Deficit	(12,310,634)

D1 Sports Franchise, LLC  
(A Limited Liability Company)  
Statement of Operations and Member's Deficit  
For January 1, 2025 to April 30, 2025 Period

**UNAUDITED**  
Incl ASC 606 unaudited adjustments

	<u>2025</u>
Revenues:	
Franchise fees and royalties	2,502,359
Vendor rebates	380,410
Marketing fee revenue	403,832
Billable expense revenue	293,520
Other revenues	144,791
<u>Total revenues</u>	<u>3,724,912</u>
Operating expenses:	
Selling, general, and administrative	3,666,888
Marketing fund expenses	403,832
<u>Total operating expenses</u>	<u>4,070,720</u>
<u>Income (loss from operations)</u>	<u>(345,808)</u>
Other income (expenses)	
Other expense	(50,883)
Other income	40,025
<u>Other income, net</u>	<u>(10,858)</u>
Net income (loss)	(356,665)
Member's deficit - beginning	(11,361,973)
Contributions	-
Distributions	(591,995)
Member's Deficit - ending	(12,310,634)

**D1 SPORTS FRANCHISE, LLC**

**GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE**

~~D1 Sports Franchise, LLC~~ (“we,” “us,” or “our”) and the undersigned franchisee,

~~\_\_\_\_\_ (“you” or “your”),~~ This Grant of Franchisor Consent and Franchisee Release (the "Agreement") is hereby made and entered into on \_\_\_\_\_ (the "Effective Date"), by and between: (i) D1 Sports Franchise, LLC, a Tennessee limited liability company with a business address at 7115 S. Springs Drive, Franklin, TN 37067 ("Franchisor"); (ii) \_\_\_\_\_, a \_\_\_\_\_ with an address of \_\_\_\_\_ (the "Franchisee"); and (iii) \_\_\_\_\_, \_\_\_\_\_ resident(s) with an address of \_\_\_\_\_ (the "Guarantor").

**BACKGROUND**

- A. ~~Franchisor and Franchisee are~~ currently ~~are~~ parties to a certain franchise agreement (the “~~Franchise Agreement~~”) dated ~~\_, 20\_\_~~. ~~You have~~ \_\_\_\_\_.
- B. ~~Franchisee has~~ asked ~~us~~ Franchisor to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation] \_\_\_\_\_].
- C. ~~\_\_\_\_\_ We have~~ Franchisor has the right under the Franchise Agreement to obtain a general release from ~~you~~ Franchisee (and, if applicable, ~~your~~ Franchisee's owners and guarantors) as a condition of taking this action or agreeing to this request. ~~Therefore, we are~~
- D. Franchisor is willing to take the action or agree to the request specified above if ~~you~~ Franchisee (and, if applicable, ~~your~~ Franchisee's owners and guarantors) give ~~us~~ Franchisor the comprehensive release and covenant not to sue provided below in this document. ~~You~~
- E. Franchisee (and, if applicable, ~~your~~ Franchisee's owners and guarantors) are willing to give ~~us~~ Franchisor the release and covenant not to sue provided below as partial consideration for ~~our~~ Franchisor's willingness to take the action or agree to the request described above.

~~Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, owners, directors, managers, officers, principals, employees, and affiliated entities (collectively, the "Releasing Parties"), hereby forever release and discharge us and our affiliates, and our and their current and former officers, directors, owners, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the "D1 Sports Parties") from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, "Claims") that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the D1 Sports Parties, including without limitation, Claims (1) arising out of or related to the D1 Sports Parties' obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Releasing Parties' relationship, from the beginning of time to the date of your signature below, with any of the D1 Sports Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the D1 Sports Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims~~

D1 Sports Franchise, LLC

~~released by this paragraph to any individual or entity who is not bound by this paragraph.~~

~~We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.~~

## AGREEMENT

In consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

### 1. Background; Definitions.

- a. The parties agree and acknowledge that the Background portion of this Agreement, including all definitions and representations set forth therein are hereby incorporated by reference.
- b. Any capitalized term set forth in this Agreement that is not specifically defined herein shall be afforded the meaning such term is afforded in the Franchise Agreement, as applicable.

2. Release. Franchisee and Guarantor, for themselves and all persons and entities claiming by, through, or under them (the "Releasing Parties") hereby forever release and discharge Franchisor and its present and former officers, employees, members, directors, agents, representatives, parents, affiliates, subsidiaries, franchisees, successors, and assigns (the "D1 Releasees") from all claims, debts, demands, liabilities, costs, attorneys' fees, actions, or causes of action whatsoever, whether known or unknown, arising from or related to: (1) any franchise or development agreements and the franchise relationship, (2) the offer and sale of franchise rights, (3) the disclosure requirements imposed by the FTC Franchise Rule (16 CFR § 436.1 et seq) and any applicable state franchise law or consumer protection law, (4) alleged misrepresentations in connection with franchise sales, and (5) franchised business operations. This release extends to all claims whether known or unknown, and the Releasing Parties acknowledge that unknown claims may later be discovered but are nonetheless released. The Releasing Parties further agree not to sue any D1 Releasee on released claims and represent that they: (i) have not assigned any released claims; and (ii) will not assist any third party in proceedings against any D1 Releasee regarding released claims.

### 3. State-Specific Provisions.

#### California Civil Code Section 1542 Waiver.

IF THE FRANCHISE ~~YOU OPERATE~~FRANCHISEE OPERATES UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF ~~YOU ARE~~FRANCHISEE IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS ~~YOUR~~FRANCHISEE'S INTENTION, ON ~~YOUR~~FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY ~~YOU~~FRANCHISEE OR THE RELEASING PARTIES. ~~YOU RECOGNIZE~~FRANCHISEE RECOGNIZES THAT ~~YOU~~FRANCHISEE OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE D1 ~~SPORTS~~ PARTIES OF WHICH ~~YOU~~FRANCHISEE, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH ~~YOU~~FRANCHISEE, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS ~~YOUR~~FRANCHISEE'S INTENTION, ON ~~YOUR~~FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE ~~YOU~~FRANCHISEE, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT ~~YOU~~FRANCHISEE, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE D1 ~~SPORTS~~ PARTIES. IN FURTHERANCE OF THIS INTENTION, ~~YOU~~FRANCHISEE, ON ~~YOUR~~FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE

RELEASING PARTIES, EXPRESSLY ~~WAIVE~~WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

~~"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S~~CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE ~~CREDITOR'S~~CREDITOR'S SETTLEMENT WITH THE DEBTOR."

~~YOU ACKNOWLEDGE~~FRANCHISEE ACKNOWLEDGES AND ~~REPRESENT~~REPRESENTS THAT ~~YOU HAVE~~FRANCHISEE HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT ~~YOU UNDERSTAND~~FRANCHISEE UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY ~~CONSENT~~CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

**Maryland Franchise Law Exception.**

If the D1-~~Sports~~ Training Facility is located in Maryland or if you are a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

~~[Signature Page Follows]~~

4. **Right to Injunctive Relief.** Franchisor will be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce the obligations set forth in this Agreement, including without limitation, those obligations related to: (i) the covenant not to file further claims; (ii) non-disparagement; and (iii) confidentiality. Franchisee's and Guarantor's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and the parties hereby waive all damage claims if the injunction is wrongfully issued.

5. **Advice of Counsel.** Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

6. **Attorneys' Fees.** If Franchisor institutes any judicial proceeding to enforce any obligation or to interpret the terms of this Agreement, Franchisor shall be entitled to recover from Franchisee and Guarantor all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

7. **Binding on Successors and Assigns.** The obligations under this Agreement will be binding on all parties' successors and assigns. No party may assign any rights or obligations under this Agreement without the other parties' prior written consent.

8. **Confidentiality.** The parties agree to maintain the confidentiality of this Agreement and must not disclose the terms of this Agreement to any person or persons, except (a) their professional advisors for legitimate business purposes or otherwise as required by law, or (b) as otherwise specifically approved in writing in advance of such disclosure.

9. **Construction of Language.** The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. The parties have had a reasonable opportunity to review this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Agreement. Headings are for reference purposes and do not control interpretation.

10. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the parties concerning the matters herein and supersedes any and all prior agreements related to the subject matter hereof. The provisions related to governing law, venue, dispute resolution, waivers and other enforcement-related provisions contained in the Franchise Agreement shall also apply to all claims, disputes or causes of action arising out of or related to this Agreement.

**The parties hereto, intending to be legally bound, have duly executed and delivered this ~~release on the date stated on the first page hereof~~ Agreement as of the Effective Date.**

**FRANCHISOR**

**FRANCHISEE**

**D1 SPORTS FRANCHISE, LLC**

**ENTITY**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**FRANCHISEE OWNER**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
NAME, TITLE. NAME, TITLE

By: \_\_\_\_\_  
NAME, TITLE

**GUARANTOR**

By: \_\_\_\_\_  
NAME, Individually

By: \_\_\_\_\_  
NAME, Individually

**EXHIBIT I**

**STATE EFFECTIVE DATES**

**STATE EFFECTIVE DATES**

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	<a href="#"><u>June 11, 2025 Pending Registration</u></a>
Hawaii	<a href="#"><u>Effective Pending Registration</u></a>
Illinois	<a href="#"><u>June 11, 2025 Pending Registration</u></a>
Indiana	<a href="#"><u>June 11, 2025 Pending Registration</u></a>
Maryland	<a href="#"><u>July 3, 2025 Pending Registration</u></a>
Michigan	<a href="#"><u>August 24, 20242025</u></a>
Minnesota	<a href="#"><u>June 20, 2025 Pending Registration</u></a>
New York	<a href="#"><u>Pending Registration</u></a>
North Dakota	<a href="#"><u>June 11, 2025 Pending Registration</u></a>
Rhode Island	<a href="#"><u>June 17, 2025 Pending Registration</u></a>
South Dakota	<a href="#"><u>April 18, 2025</u></a>
Virginia	<a href="#"><u>Pending Registration</u></a>
Washington	<a href="#"><u>Pending Registration</u></a>
Wisconsin	<a href="#"><u>June 11, 2025 Pending Registration</u></a>

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:

Jeffrey Bryant Howell Jr  
D1 SPORTS FRANCHISE, LLC  
7115 S. Springs Drive  
Franklin, Tennessee 37067  
(888) 831-8724

Andy Vickers  
D1 SPORTS FRANCHISE, LLC  
7115 S. Springs Drive  
Franklin, Tennessee 37067  
(615) 933-5653

Chad Barribeau  
D1 SPORTS FRANCHISE, LLC  
7115 S. Springs Drive  
Franklin, Tennessee 37067  
(615) 933-5653

Mischak Rivera  
D1 SPORTS FRANCHISE, LLC  
7115 S. Springs Drive  
Franklin, Tennessee 37067  
(615) 933-5653

Richard Collins  
D1 SPORTS FRANCHISE, LLC  
7115 S. Springs Drive  
Franklin, Tennessee 37067  
(615) 933-5653

Julie Bauer  
D1 SPORTS FRANCHISE, LLC  
7115 S. Springs Drive  
Franklin, Tennessee 37067  
(615) 933-5653

Name of Franchise Seller:

Principal Business Address:

Telephone No.:

Issuance Date: April 18, 2025, as amended ~~June 10~~ August 25, 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 ~~June 10~~ August 25, 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)**

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.

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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><u>(615) 933-5653</u> |

Name of Franchise Seller:

Principal Business Address:

Telephone No.:

Issuance Date: April 18, 2025, as amended ~~June 10~~ August 25, 2025

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