

D1 SPORTS FRANCHISE, LLC

MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and franchisees subject to the Minnesota Franchise Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the D1 Sports Franchise, LLC Franchise Disclosure Document.

Please be advised that we have secured a surety bond in the amount of \$60,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees/developers under the Franchise Agreement and/or Area Development Agreement. This financial assurance requirement was imposed by the Minnesota Department of Commerce due to Franchisor's financial status. A copy of the Surety Bond is on file with the Minnesota Department of Commerce.

Item 65

Due to our financial condition, please be advised that we have secured a surety bond in the amount of \$60,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees. This financial assurance requirement was imposed by the Minnesota Department of Commerce due to Franchisor's financial status. A copy of the Surety Bond is on file with the Minnesota Department of Commerce.

Item 6

Minnesota Statute 604.113 provides that the maximum amount you can be charged for an NSF check is \$30.00.

Item 13

D1 Sports Franchise, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

Item 17.

Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Disclosure Document, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of §§80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibits D1 Sports Franchise, LLC requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

To the extent you are required to execute a general release in favor of D1 Sports Franchise, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat.

D1 SPORTS FRANCHISE, LLC
MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

This Amendment shall pertain to franchises sold in the State of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Agreement, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement.

2. D1 Sports Franchise, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

3. The Franchise Agreement shall be supplemented by the following provision:

Pursuant to Minn. Stat. Sec. 80C.21, nothing in this Agreement shall, in any way abrogate or reduce any of your rights as provided in Minnesota Statutes, Chapter 80C, including but not limited to the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Minn. Stat. '80.C.21 and Minn. Rule 2860.4400J prohibit D1 Sports Franchise, LLC from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

5. Notwithstanding anything in the Franchise Agreement to the contrary, according to Minn. Rule 2860.4400J, you cannot consent to us obtaining injunctive relief. We may seek injunctive relief. A court will determine if a bond is required.

6. To the extent you are required to execute a general release in favor of D1 Sports Franchise, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. '80C.01 *et seq.* as provided by Minn. Rule 2860.4400J.

7. Any claims brought pursuant to the Minnesota Franchises Act, '80.C.01 *et seq.* must be brought within 3 years after the cause of action accrues. To the extent that any provision of the Franchise Agreement imposes a different limitations period, the provision of the Act shall control.

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

9. Due to our financial condition, please be advised that we have secured a surety bond in the amount of \$60,000 to demonstrate our financial capability to fulfill our pre-opening obligations to franchisees. This financial assurance requirement was imposed by the Minnesota Department of Commerce due to Franchisor's financial status. A copy of the Surety Bond is on file with the Minnesota Department of Commerce.

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:

State	Effective Date
California	Pending Registration
Hawaii	Pending Registration
Illinois	Pending Registration April 18, 2025
Indiana	Pending Registration April 18, 2025
Maryland	Pending Registration
Michigan	August 24, 2024
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration April 18, 2025
Rhode Island	Pending Registration Effective
South Dakota	Pending Registration April 18, 2025
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	Pending Registration April 18, 2025

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.