

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 and area development agreement require you to resolve disputes with the franchisor by arbitration or litigation only within 50 miles of our then-current principal place of business (currently, Franklin, Tennessee). Out of state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or litigate with the franchisor in Tennessee than in your home state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even if your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
4. **Mandatory Minimum Payments.** You must make minimum royalty payments regardless of your sales levels. Your inability to make the payments may result in the termination of your franchise agreement and loss of your investment.
5. **Unopened Franchisees.** The franchisor has had a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.
6. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

Elliot Capner – Chief Commercial Officer

Mr. Capner has been our Chief Commercial Officer since January 2025. He previously served as our independent consultant from November 2023 through December 2024. Mr. Capner was the Chief Commercial Officer for F45 Training in Austin, Texas between September 2019 and June 2023 and their Chief Operating Officer based in Sydney, Australia between August 2016 and September 2019. Mr. Capner has been employed by D1 Sports HQ since January 2025.

Austin Clark – Vice President of Operations

Mr. Clark has been our Vice President of Operations since December 2023 and is located in 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:~~

Completed Litigation/Arbitration:

D1 Sports Franchise, LLC v. Alex Nicholas, Chase Howard, Francesco Amati, Joel ~~Wildman~~Waldman and D1 North Naples, LLC, AAA Case No. ~~01250001799001-25-0001-7990~~ (American Arbitration Association, filed April 10, 2025). On April 1, 2025, Nicholas filed suit against us in the Circuit Court for Williamson County, Tennessee (Case No. 25CV-199), alleging fraud, breach of contract, violation of the Tennessee Consumer Protection Act, negligent misrepresentation, constructive fraud, unjust enrichment, and civil conspiracy. We ~~initiated~~ moved to compel arbitration against a former franchisee and its pursuant to the Franchise Agreement, and Nicholas voluntarily dismissed that action on May 28, 2025, to pursue his claims as counterclaims in arbitration. We then filed this arbitration against Nicholas and his co-owners after they abandoned their Naples, Florida franchise and began operating a competing business at the same location. We seek, seeking injunctive relief to enforce post-termination non-competition obligations, damages for breach of contract, specific performance requiring the transfer of franchise assets, and a declaration that Nicholas's fraud claims related to the franchise sale are were

barred by a release he signed at the time of the franchise assignment ~~of the franchise to D1 North Naples, LLC.~~

Pursuant to a Mutual Release Agreement dated November 5, 2025, all claims between us and D1 North Naples, LLC and three of its guarantors ~~—(Chase Howard, Francesco Amati, and Joel Waldman—)~~ were resolved. ~~Under that agreement,~~ with D1 North Naples, LLC ~~transferred~~transferring the franchise lease, business assets, and accounts to us. ~~No admission of liability was made, and no~~No claims against or by Alex Nicholas were released ~~or resolved~~ by that agreement.

~~The arbitration is ongoing as to Alex Nicholas, against whom we continue to pursue our claims. Nicholas has filed counterclaims alleging fraud, violations of~~ On May 18, 2026, the Arbitrator issued an Interim Award in our favor on all claims. All counterclaims brought by Nicholas, including fraud, violation of the Tennessee Consumer Protection Act, breach of contract, constructive fraud, negligent misrepresentation, constructive fraud, and unjust enrichment, and civil conspiracy, asserting among other things were denied in their entirety. The Arbitrator found that our franchise model does not work, Nicholas lacked credibility, failed to prove any fraudulent misrepresentation by us, and failed to establish reasonable reliance. The Arbitrator also found that we made ~~Nicholas failed to prove any material misrepresentations about operating the business on a semi-absentee basis, that in our Item 19 financial performance representations were misleading, and that we failed to provide promised support. Nicholas has also reserved rights to assert additional claims. The Arbitrator awarded us: (a) a two-year permanent injunction enjoining Nicholas from operating or having any interest in any competitive fitness business within a 10-mile radius of the former Naples franchise location and any other D1 facility in operation or under Florida law. We are vigorously defending against all counterclaims. The arbitration remains pending~~ construction ~~as to Alex Nicholas, and we are awaiting a final decision.~~

~~*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 territories in North Naples and Pinecrest, Florida, alleged fraud, breach of contract, violation of the Tennessee Consumer Protection Act, negligent misrepresentation, constructive fraud, unjust enrichment, and civil conspiracy, asserting among other things that we misrepresented of the profitability and viability date of the franchise model, that the franchise could be operated on a semi-absentee basis, the ownership structure of existing locations, franchisee qualification criteria, financial performance, size requirements, and the legitimacy of our proprietary system. Plaintiff sought injunctive relief, award; (b) liquidated damages, of \$218,191.93; and (c) all attorneys' fees, and punitive damages. On May 28, 2025, plaintiff filed a motion to dismiss this action in order to pursue his claims in and costs incurred in this arbitration. The court granted that motion and this case is closed. Nicholas's claims are now being pursued as counterclaims in the arbitration proceeding identified above (*D1 Sports Franchise, LLC v. Alex Nicholas, Chase Howard, Francesco Amati, Joel Waldman and D1 North Naples, LLC*, AAA Case No. 01-25-0001-7990), and we are vigorously defending against them in that forum, in an amount to be determined. The attorneys' fees briefing schedule runs through June 19, 2026, after which a Final Award is expected to be issued.~~

NOTES

1. Generally. All fees payable to us or our affiliates are not refundable. Whether any of the other payments are refundable will depend on the arrangement between you and the supplier.

2. Initial Franchise Fee. This is the Initial Franchise Fee for a single Franchise Agreement. ~~If, when you sign the Franchise Agreement, you are already a D1 franchisee under other franchise agreements with us, we will reduce the initial franchise fee as described in detail in Item 5.~~ If you enter into a Development Agreement for multiple Franchised Businesses, the aggregate Development Fee is: (i) \$105,500 for 2 Franchised Businesses; (ii) \$143,500 for 3 Franchised Businesses; and (iii) \$176,500 for 4 Franchised Businesses. ~~See Item 5 for further details.~~

3. Opening Support Fee. The Opening Support Fee of \$29,500 is payable four (4) months from the date of signing the Franchise Agreement. The opening services we provide are described in detail in Items 5 and 11.

4. Initial Marketing Spend. Each franchisee must commence their pre-open marketing at least four (4) months prior to the anticipated opening date of the Facility. Franchisees must spend not less than \$5,000 per month on digital marketing, plus digital marketing agency fees of approximately \$1,000 per month. We reserve the right to collect this amount and expend it on your behalf. ~~(See Item 11).~~ We anticipate that during the pre-open marketing period, a franchisee conducting the required marketing program will generate deposit revenue from prospective members. Deposit revenue collected during the presales period is not reflected as an offset against the estimated initial marketing spend above; however, it is treated as earned on the date the facility opens for business and is taken into account in the Additional Funds estimate ~~(see Note 17 below).~~

5. Leasehold Improvements. We anticipate that a franchised D1 Training Facility will typically be located in commercially zoned retail areas and be between approximately 3,700 and 5,000 square feet, with the prototype location size being approximately 4,307 square feet (the “Standard Facility Size”). Item 7 contemplates a facility of the Standard Facility Size; if you obtain a smaller or larger location, your costs may decrease or increase accordingly.

Leasehold improvements include the cost of (i) architectural design, (ii) permitting, (iii) construction (general contractor costs), (iv) project management fees payable to D1 CPM, our affiliate and exclusive construction project manager, and (v) supply and installation of flooring and interior and exterior signage (collectively, “Total Project Costs”). .

The low range is based on the lowest per square foot Total Project Costs, net of tenant improvement allowance, for facilities that opened in 2025 (net cost of approximately \$40.30 per square foot), for the actual facility size of 5,000 sqft. The high range is based on the highest per square foot Total Project Costs, net of tenant improvement allowance (net cost of approximately \$128.31 per square foot), for the actual facility size of 3,370 sqft. The average cost per square foot in 2025 was \$86.98; this does not include any tenant improvement allowance.

In 2025, the average tenant improvement allowance across the D1 system was \$16.78 per square foot (approximately \$72,271.46 for a 4,307 square foot site). The lowest tenant improvement allowance received was \$0 and the highest was \$50 per square foot. The leasehold improvement figures above are stated net of tenant improvement allowance. A landlord’s willingness to provide a tenant improvement allowance varies and may be based on factors such as the condition of the premises, the financial standing of the tenant, and the term of the contemplated lease.

The average costs assumes that: (a) the site will have a working HVAC unit and will not require a new HVAC unit; and (b) any bathrooms presently on the site will not need to be relocated within the site. If

you will enter into as part of starting your D1 Training Franchised Business.

17. Insurance Premium. You must, at your own expense, obtain and keep in force insurance policies for your D1 Training Facility. ~~See Item 8 for a detailed description of our current insurance requirements.~~ Your individual insurance carrier and state may require you to obtain additional insurance coverage.

We anticipate that franchisees will be required to effect insurance policies approximately four (4) months prior to opening. During the construction and pre-opening phase, insurance premiums are typically at reduced rates reflecting the limited risk profile of a facility that is not yet open to the public. The estimated range of \$2,000 to \$4,000 reflects the estimated initial premium outlay for the pre-opening period at construction-phase rates.

Following opening, insurance premiums increase to reflect the full operational risk of an open facility. We assume that ongoing insurance premiums following opening are payable on a monthly basis and are included in the Additional Funds estimate in Note 17 below.

18. Additional Funds (3 months). Our estimates of the Additional Funds needed to cover your Business's expenses during the start-up phase (i.e., the first 3 months from the date your Business opens for business) represent the estimated shortfall between operating expenses and revenue during the initial 3-month period.

The Additional Funds estimate takes into account the following operating expenses: replenishing inventory, ongoing advertising and promotional expenditures, payroll for managers, coaches, and other employees, uniforms, utilities, ongoing insurance premiums (at full operational rates), ongoing Tech Shared Services fees, GPS Software fees, Royalty, Brand Fund contributions, and other variable operating costs ~~as described in Item 6.~~

In providing this range, we assume that franchisees will conduct the required presales marketing program (see Note 4 above) and will sell pre-open memberships prior to opening the facility. Deposit revenue collected from prospective members during the presales period is subject to refund until the facility opens. Accordingly, we treat presales deposit revenue as earned on the date of opening and it is factored into the estimated revenue generated by the franchisee during the first three (3) months of operations. In 2025, facilities that opened generated, on average, approximately \$15,540 in deposit revenue prior to opening.

These estimates assume you will achieve the Foundation Membership Threshold of 300 presale memberships required prior to opening, ~~as described in Item 11.~~ If you have not achieved the Foundation Membership Threshold by your targeted opening date, we reserve the right to delay your opening date, which would extend your pre-opening cost period and increase the additional funds required beyond the estimates above. A franchisee who does not achieve the Foundation Membership Threshold, or whose opening is delayed as a result, should anticipate that additional capital beyond these estimates will be required.

These estimates do not include any allowance for (i) debt service on loans that you obtain to finance your Business, or (ii) personal living expenses.

A franchisee who generates lower presales revenue, or who experiences higher member attrition, lower new member acquisition, or higher operating costs during the initial operating period, will require additional capital beyond the estimates set out above. ~~We strongly recommend that you consult with your financial advisors to determine the level of capitalization appropriate for your circumstances.~~

The estimated initial investment figures shown above for setting-up and opening each D1 Training Facility are based primarily on the costs incurred by, or projected to be incurred by, franchisees.

19. Total. The initial investment range presented in this table is for the development of a D1 Training Facility of the Standard Facility Size (approximately 4,307 square feet). The average estimated initial investment is \$534,136. If you elect to develop a larger D1 Training Facility with more square footage, the total investment range would increase. The estimated initial investment figures shown above are based primarily on the costs incurred by, or projected to be incurred by, franchisees. Neither we nor any of our affiliates offer direct or indirect financing for any part of the initial investment.

The estimated initial investment figures shown above for setting-up and opening each D1 Training Facility are based primarily on the costs incurred by or projected to be incurred by franchisees. Neither we nor any of our affiliates offer direct or indirect financing for any part of the initial investment.

YOUR ESTIMATED INITIAL INVESTMENT

CHART B - AREA DEVELOPMENT AGREEMENT







TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee ² (For 2 – 4 Franchised Businesses)	\$105,500 - \$176,500	Lump Sum	Upon Execution of the Development Agreement	Franchisor
Initial Investment for Your Initial Franchised Business ³	\$339,276 - \$774,881	See Chart 7(A) above.	Before opening the Business	Various parties
TOTAL ESTIMATED INITIAL INVESTMENT⁴	\$444,776 - \$951,381			

NOTES

1. Generally. The estimates set forth in this Chart 7(B) assume that you will be entering into a Development Agreement for the right to open and operate between two (2) and four (4) Franchised Businesses within a Development Area. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.


2. Development Fee. The Development Fee will vary based on the number of Franchised Businesses we grant you the right to develop ~~as described more fully in Item 5 of this Disclosure Document.~~ The Development Fee for two D1 Training Facilities is 105,500. The Development Fee for three D1 Training Facilities is \$143,500. The Development Fee for four D1 Training Facilities is \$176,500. We fully earn the Development Fee when you pay it, it must be paid in one lump sum.


3. Initial Investment for Your Initial Franchised Business. This figure represents the total estimated initial investment required to open your initial Franchised Business from low to high under the Franchise Agreement you must enter into with us contemporaneously with the execution of your Development Agreement. This range includes all the estimated fees set forth in Chart 7(A), except for the Initial Franchise Fee, because you will not be required to pay an Initial Franchise Fee under any Franchise Agreement you enter into in connection with your Development

The Place for The Athlete	3653697	July 14, 2009
	4051175	November 8, 2011
D1	4051176	November 8, 2011
The Home of Athletic-Based Training	4685373	February 10, 2015
	4722521	April 21, 2015
D1	4722520	April 21, 2015
	4943882	April 26, 2016
	4949523	May 3, 2016
D1	8238995	May 5, 2026
	8238996	May 5, 2026
	8273064	May 26, 2026

We have filed all required renewals and affidavits for the Marks listed above.

We have also filed applications for registration of the following marks with the USPTO, which are currently pending:

MARK	SERIAL NUMBER	FILING DATE
D1	99263485	July 2, 2025
	99263487	July 2, 2025
D1	99263503	July 2, 2025

	99263506	July 2, 2025
D1	99468353	October 29, 2025

We do not have a federal registration for the marks in the table above. Therefore, these marks do not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademarks in the table above is challenged, you may have to change to an alternative trademark, which may increase your expenses. We cannot guarantee that any pending application will result in registration. If any application is refused or abandoned, we will notify you and your right to use that Mark may be affected.

We do not know of any superior rights or infringing uses that could materially affect your use of the Marks in any state where your Business might be located.

There are no agreements currently in effect which significantly limit our rights to use or license the use of any trademarks, service marks, trade names, logo-types or other commercial symbols in a manner material to the franchise. There is presently no effective determination of the USPTO, the US Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor any pending infringement, opposition or cancellation proceeding or any pending material litigation involving our principal trademarks, service marks, trade names, logo-types or other commercial symbols.

You must use the Marks as we require and may use only the Marks we designate in connection with the operation of your Business. You may not use the Marks in any advertising for the transfer, sale or other disposition of your Business or any interest in the franchise. You are not allowed to use a Mark as part of a corporate name or with modifying words, designs or symbols except with our consent which we may withhold in our absolute discretion. You may not use our Marks in the sale of an unauthorized product or service or in any manner we do not authorize in writing. You may not use the Marks as part of any username, screen name or profile in connection with any social networking sites or blogs, or as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

You may not contest, directly or indirectly, our ownership of the Marks, trade secrets, methods and procedures that are a part of the Franchise System. You must not register, seek to register or contest our sole right to register, use and license others to use the Marks, names, information and symbols. Any goodwill associated with Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our and our affiliates' benefit.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights in any Mark or any similar trade name, trademark or service mark of which you become aware. You may not communicate with any person other than us and our counsel regarding any infringement, challenge or claim. We may take any and all actions we deem appropriate and we have the right to exclusively control any litigation, PTO proceeding or other administrative proceeding related to any Mark. You must execute all documents, render assistance and do these things as we deem or our counsel deems advisable to protect and maintain our interests. We are not otherwise required to indemnify you with respect to claims arising from your use of the Marks.

advertising materials we provide to prospective franchisees: Randall Cobb, Barry Cofield, Jacob Hester, Jeff Teague, Josh Hill, Sammy Watkins, Tre Boston, and Jaylen Watkins. We do not currently compensate any public figure or provide them with any other benefit for appearing in those materials.

None of these public figures have any management or other control of us.

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 the information is included in the Franchise 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 acquiring; or (2) a 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.

The financial performance representation contained in this Item 19 is a statement of the historical Gross Revenue of certain D1 Training facilities for the measurement period described below. It is not a forecast, projection or estimate of the revenue, costs or profit that any prospective franchisee may achieve. ~~There is no assurance that any franchisee will achieve results that are comparable to the results shown below, and your individual results are likely to differ from the results presented.~~

1. Summary of Gross Revenue

The table below presents the 2025 Gross Revenue of the 83 D1 Training facilities in the United States that met the inclusion criteria described in Section 4 of this Item 19. These 83 facilities generated combined Gross Revenue of \$45,843,311 during the measurement period (1 January 2025 through 31 December 2025). A total of 116 facilities were excluded from the analysis because they did not meet the inclusion criteria; the categories of exclusion and the rationale for each are set out in Section 4.2 below.

Metric	Amount	Metric	Amount
Facilities in Analysis	83	Average (Mean) Gross Revenue	\$552,329
Median Gross Revenue	\$507,699	Range (Low – High)	\$165,489 – \$1,686,158
Facilities At or Above the Mean	36 (43.4%)	Facilities At or Above the Median	42 (50.6%)

Of the 83 facilities in the analysis, 36 facilities (43.4%) achieved Gross Revenue at or above the network average of \$552,329, and 42 facilities (50.6%) achieved Gross Revenue at or above the median of \$507,699. ~~A prospective franchisee should not interpret the average or median as an indication of what they should expect to achieve. A new franchisee's results will be influenced by~~

~~many factors, including the franchisee's own efforts and business ability, the number of memberships sold, membership retention, the facility's location, local demographics, local competition, staffing decisions, pricing, marketing, general economic conditions, and the length of time the facility has been in operation.~~

2. Quartile Analysis of Gross Revenue

To illustrate the spread of Gross Revenue, the 83 facilities have been ranked from highest to lowest 2025 Gross Revenue and divided into four approximately equal-sized quartiles. The table below shows the number of facilities, the average, the median, the range of Gross Revenue, and the number of facilities within each quartile that achieved Gross Revenue at or above the network-wide average of \$552,329.

Quartile	n	Average	Median	Range (Low – High)	At/Above Network Avg
Top Quartile (Highest 25%)	21	\$888,671	\$770,796	\$661,953 – \$1,686,158	21 above / 0 below
Second Quartile	21	\$577,082	\$576,848	\$507,699 – \$660,134	15 above / 6 below
Third Quartile	21	\$433,651	\$446,978	\$377,292 – \$493,646	0 above / 21 below
Fourth Quartile (Lowest 25%)	20	\$297,791	\$306,186	\$165,489 – \$371,909	0 above / 20 below

The quartile analysis above illustrates the substantial variation in Gross Revenue across the D1 network. Top Quartile facilities achieved an average of \$888,671 while Fourth Quartile facilities averaged \$297,791. ~~A prospective franchisee should carefully review all four quartiles when forming expectations about their facility's potential performance.~~

Excluded facilities – operating model non-conformance (for comparison only)

For comparison purposes only, the table below shows the Gross Revenue range of the 20 facilities excluded from the analysis under the "Did not align with the D1 operating model" exclusion category (see Section 4.2 below). These facilities were unable to adhere to the standard D1 operating model for the entire measurement period and therefore, in the view of D1, do not adequately reflect the performance of the D1 operating model. The figures below are not included in the quartile analysis above or in any other averages, medians, ranges or cohort figures in this Item 19.

	n	Average	Median	Low	High
Excluded – Operating Model	20	\$281,609	\$287,128	\$154,922	\$448,768

3. Performance Cohorts

Facility Age (at 31 Dec 2025)	n	Average	Median	Low	High
2 years and over	57	\$579,605	\$493,646	\$165,489	\$1,686,158

Prospective franchisees should be aware that newly opened facilities typically require time to build membership, brand awareness and operational efficiency, and should not expect a new facility to immediately achieve the revenue levels of long-established, mature facilities.

3.3 Cohort analysis by ownership (franchised vs. company-owned)

Of the 83 facilities included in the analysis, 75 are franchised and 8 are company-owned (references in this Item 19 to "company-owned" include affiliate-owned facilities). Of the 8 company-owned facilities, 4 are owned and operated by D1 or its direct affiliates and 4 are owned and operated by 45 Sports LLC (see Note (b) below). The table below separately states the average Gross Revenue for each ownership cohort. Two of the 4 D1 corporate-owned facilities were reacquired from franchisees during the 2025 measurement period and therefore did not operation under D1 corporate ownership for the full 12 months; the rationale for their inclusion notwithstanding the general ownership-continuity criterion is explained in Note (c) below.

Ownership Cohort	n	% of Analysis	Average	Franchised-only vs. Blended
Franchised facilities (Note a)	75	90.4%	\$534,745	\$-17,584 vs. blended mean of \$552,329
Company-owned facilities (Notes b & c)	8	9.6%	\$717,183	+\$164,854 vs. blended mean of \$552,329
All facilities (blended – as shown in Section 1)	83	100.0%	\$552,329	—

Note (a) – Franchised facilities. "Franchised facilities" means facilities owned and operated by an independent franchisee of D1 Sports Franchise, LLC under a signed Franchise Agreement. Franchised facilities pay the standard Royalty (7% of Gross Sales, or the Minimum Royalty Fee if higher) and Brand Fund contribution (2% of Gross Sales, or \$250 per month if higher) set out in Item 6 of this Franchise Disclosure Document, and are subject to the other standard fees described in Item 6. **A prospective franchisee may find the franchised-only average of \$534,745 to be the most directly comparable data point when evaluating the opportunity offered under this Franchise Disclosure Document.**

Note (b) – 45 Sports LLC facilities. 4 of the 8 company-owned facilities are owned and operated by 45 Sports LLC ("45 Sports"). 45 Sports is a company owned by Will Bartholomew and Austin Clark, who are each disclosed as Item 2 persons in this Franchise Disclosure Document. Because of this relationship, 45 Sports facilities are disclosed as company-owned facilities for the purposes of this Item 19 to be consistent with NASAA's Franchise Commentary on Financial Performance Representations. 45 Sports operates under a signed Franchise Agreement and pays the same Royalty and Brand Fund contribution as all other franchisees (see Item 6). 45 Sports is subject to the same standard fees, operating requirements and cost structure as all other franchisees.

Section 4.4 reflects the number and percentage of all facilities within this defined universe whose actual Month 1 Revenue met or exceeded the stated average.

4.2 Definition of Month 1 Revenue.

“Month 1 Revenue” means the total revenue recorded during the 30-day period beginning on the facility’s opening date, plus all pre-opening revenue collected during the presales period prior to the opening date. Pre-opening revenue — which consists of membership and other sales made before the facility opened to the public — has been treated as earned on the opening date for purposes of this analysis. Accordingly, Month 1 Revenue figures are not limited to post-opening revenue and will generally be higher than revenue in subsequent months. A prospective franchisee should not treat Month 1 Revenue as representative of ongoing monthly revenue from an established operation.

4.3 Source of Data.

All revenue figures are derived from reports generated by the Mindbody Online point-of-sale and customer relationship management platform used by each D1 Training facility. D1 has assumed the accuracy of the MBO data and has not independently audited the reported figures.

4.4 Month 1 Revenue — Summary.

High	Average	Median	Low	Number & Percentage at or Exceeded Average
\$172,381	\$45,978	\$43,702	\$9,261	20/46 (43.5%)

Note: Month 1 Revenue includes all pre-opening presales revenue collected prior to the facility’s opening date, treated as earned on the opening date. This pre-opening revenue is non-recurring and will not be available in subsequent months. These figures should not be interpreted as representative of ongoing monthly revenue. See Section 4.2.

Of the 46 facilities in this analysis, 20 (43.5%) achieved Month 1 Revenue at or above the average of \$45,978. ~~Your individual results will differ.~~

4.5 Costs and Expenses.

The figures above represent revenue only and do not reflect the costs or expenses of opening or operating a D1 Training facility. A prospective franchisee should refer to Items 5, 6, and 7 of this Disclosure Document for information on the estimated initial investment and ongoing fees and costs.

Some outlets have earned this amount. There is no assurance that you’ll earn as much.

5. Basis and Assumptions

5.1 Facilities included in this analysis

This analysis includes the 83 D1 Training facilities in the United States that (i) were open and operating on 1 January 2025, (ii) operated continuously under the same ownership for the entire 12-month measurement period ending 31 December 2025, and (iii) were operated substantially in accordance with the D1 operating model throughout the measurement period. The results do not

include any facilities that did not meet all three criteria. A prospective franchisee should be aware that the inclusion criteria limit the analysis to established, full-year, conforming operations, and that a new franchisee's experience during an initial ramp-up period may differ materially from the results of these established facilities. Notwithstanding criterion (ii), two company-owned facilities that were reacquired by D1 from franchisees during the measurement period are included in this analysis. As explained in Note (c) of Section 3.3, the ownership-continuity criterion is designed to guard against the inclusion of facilities where a mid-year change in ownership creates a ramp-up period that would cause the facility's results to be unrepresentative of steady-state operations. Because D1 possesses full and immediate operational proficiency in the D1 system without any ramp-up period, D1 has determined that inclusion of those two facilities on a full-year basis does not distort the results of this analysis.

5.2 Facilities excluded from this analysis

As of December 31, 2025, there were 155 franchised facilities in operation. A total of 116 facilities were excluded from the analysis because their 2025 results are not representative of a facility operated under the standard D1 operating model for a full 12-month period. The categories of exclusion applied, the number of facilities excluded under each category, and the rationale for each, are set out in the table below.

Exclusion Category	Facilities	Rationale
Pre-open (not operating as of 1 January 2025)	19	Facility was not yet open for business at the start of the measurement period.
Open less than 12 months during the measurement period (Note *)	47	Facility did not operate for the full 12-month measurement period. This category includes 4 facilities that experienced a temporary closure during the measurement period (see Note * below). Partial-year performance is not representative of a facility operated under the D1 operating model for a full year.
Transferred during the measurement period	7	Facility ownership transferred during the measurement period. A transferred facility is not representative of the operating model because a new franchisee requires time to come up to speed on the operations.
Permanently closed during the measurement period	19	Facility was permanently closed for some portion of the measurement period and did not operate continuously for the full 12 months.
Did not align with the D1 operating model	20	Facility operated without a general manager, or otherwise deviated from the D1 standard operating model, for a material portion of the measurement period, such that its operations during the measurement period do not reflect the standard operations of a D1 facility.

Exclusion Category	Facilities	Rationale
Total excluded	116	

***Note *** – **Temporary closures.** Of the 47 facilities excluded under the "Open less than 12 months" category, 4 were temporarily closed for a period during the measurement period and subsequently re-opened. Temporary closures may occur for a variety of reasons, including (without limitation) weather events, facility damage or repair, transfer of ownership, or other operational disruptions. Because these facilities did not operate for the full 12-month measurement period, their revenue is not representative of a full year of operations under the D1 operating model.*

***Note** – **Past closures.** In addition to the 116 facilities excluded above, 19 facilities that permanently closed prior to the measurement period are not included in this analysis. These facilities have been accounted for in prior iterations of this Franchise Disclosure Document and their closures are disclosed in Item 20.*

5.3 Source of data and data integrity

All Gross Revenue figures are derived from reports generated by the Mindbody Online ("MBO") point-of-sale and customer relationship management platform used by each D1 Training facility. D1 has assumed the accuracy of the MBO data and has not independently audited the reported figures. Variations in how individual franchisees categorize sales in MBO may result in minor differences at the facility level but are not expected to have a material impact on the network-level figures presented in this Item 19.

5.4 Definition of Gross Revenue

"Gross Revenue" means the total sales reported by each facility through MBO for the measurement period (1 January 2025 through 31 December 2025), inclusive of in-facility and online store sales attributable to the facility, and inclusive of applicable taxes collected by the facility.

5.5 Costs and expenses

The figures set out above represent Gross Revenue only. They do not reflect the costs or expenses of operating a D1 Training facility, including rent, labor, equipment, utilities, insurance, marketing, Royalties, Brand Fund contributions, and the other fees described in Items 5 and 6. ~~The cost and expense structure of each facility will differ depending on the facility's location, size, local labor market, lease terms, and other factors specific to the franchisee's operations.~~ A prospective franchisee should refer to Items 5, 6 and 7 of this Franchise Disclosure Document for information on the estimated initial investment and the ongoing fees and costs associated with the operation of a D1 Training facility.

5.6 Written substantiation

Written substantiation for the financial performance representation set forth in this Item 19 will be made available to a prospective franchisee upon reasonable request.

Some outlets have earned this amount. There is no assurance that you'll earn as much.

D1 SPORTS FRANCHISE, LLC

ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

This addendum is entered into this ___ day of _____, 20___, between D1 Sports Franchise, LLC and _____ (Franchisee); is made a part of; and where relevant, qualifies or supersedes certain provisions of the Franchise Disclosure Document and the Franchise Agreement between the parties of today's date, which are amended as follows:

1. ~~Nothing in Illinois law governs~~ the Franchise Agreement ~~shall limit or prevent the enforcement.~~
2. ~~In conformance with Section 4 of any cause of action otherwise enforceable in Illinois or arising under the Illinois Franchise Disclosure Act of 1987, as amended. Any, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.~~
3. ~~Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.~~
- 4.4. ~~In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision in the Franchise Agreement purporting to bind Franchisee to a waiver of any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of 1987, as amended, Illinois is void.~~
2. ~~The choice of law provision in Article XIV(L) of the Franchise Agreement should not considered a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will control.~~
3. ~~The conditions under which this Franchise can be terminated and the Franchisee's rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.~~
4. ~~Notwithstanding the language contained in Article XII.E of the Franchise Agreement or Item 17 V&W of the Franchise Disclosure Document, pursuant to 815 ILCS 705/4, any action brought by either the Company or the Franchisee against the other shall be instituted in the courts of the State of Illinois or may be mediated in the state within which the principal office of the Company is located.~~
5. ~~Notwithstanding the language contained in Article XIV.J of the Franchise Agreement, Section 20.14 of the Franchise Agreement is modified as follows: "The representations made in the Franchise Disclosure Document are not excluded from that on which the franchisee may rely".~~
6. ~~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 Office of the Illinois Attorney General due to Franchisor's financial status. A copy of the Surety Bond is on file with the Office of the Illinois Attorney General.~~
7. ~~Our agent for service of process in the State of Illinois is the Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706, (217) 782-4465.~~
- 8.5. 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.

~~This addendum is entered into on the date above referenced.~~

6. 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 Office of the Illinois Attorney General due to Franchisor's financial status. A copy of the Surety Bond is on file with the Office of the Illinois Attorney General.

D1 SPORTS FRANCHISE, LLC

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

EXHIBIT J

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:

State	Effective Date
California	Pending Registration
Hawaii	Pending Registration
Illinois	Pending Registration
Indiana	Pending Registration <u>April 30, 2026</u>
Maryland	Pending Registration
Michigan	August 24, 2025
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration <u>April 30, 2026</u>
Rhode Island	Pending Registration <u>May 11, 2026</u>
South Dakota	Pending Registration <u>April 30, 2026</u>
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	April 30, 2026

Other
may

states

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.