FRANCHISE DISCLOSURE DOCUMENT

SOCCER 5 FRANCHISE LLC
a Florida limited liability company
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The franchise is for a Soccer 5® Business (the "**Business**") that provides state of the art custom built 5G small sided soccer fields within secure perimeter fence cage areas for adult and youth recreational sports games, leagues, camps, tournaments, sport clinics, child development, after-school programs, social activities, products and related services and such other services that we specifically authorize from time to time.

The total investment necessary to begin operation of a Soccer 5® Business franchise ranges from $687,500 to $1,890,500. This includes a $66,500 to $165,500 that must be paid to the franchisor or its affiliate. If you commit to develop 2 to 5 Soccer® 5 Businesses, the total investment necessary to begin operation of the Soccer 5® Businesses franchise ranges from $742,500 to $2,060,500. This includes a $121,500 to $335,500 area development fee that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document**.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Scott Georgeson, Co-Founder, 8011 SW 127 Ave, Miami, Florida 33183 and telephone number (305) 365-9855.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or 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 (the "**FTC**"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 12, 2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits and losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits "M" and "N."
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the supplies you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 2, or Exhibit "D" includes financial statements. Review these statements carefully.
Is the franchise system stable, growing or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Soccer 5® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Soccer 5® franchisee?	Item 20 or Exhibits "M" and "N" list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. **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.

3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Mandatory Minimum Payments**. You must make minimum royalty, advertising or other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

5. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territory rights you are granted, termination of your franchise, and loss of your investment.

6. **Inventory/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.

7. **Unregistered Trademark**. The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business

and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Antitrust & Franchise
G. Mennen Williams Building, 6th Floor
525 West Ottawa
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

TABLE OF CONTENTS

ITEM 1. FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES 1

ITEM 2. BUSINESS EXPERIENCE 3

ITEM 3. LITIGATION 3

ITEM 4. BANKRUPTCY 3

ITEM 5. INITIAL FEES 3

ITEM 6. OTHER FEES 4

ITEM 7. ESTIMATED INITIAL INVESTMENT 7

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 9

ITEM 9. FRANCHISEE'S OBLIGATIONS 11

ITEM 10. FINANCING 12

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 13

ITEM 12. TERRITORY 19

ITEM 13. TRADEMARKS 21

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION 22

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 23

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 23

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION 24

ITEM 18. PUBLIC FIGURES 29

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS 29

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION 37

ITEM 21. FINANCIAL STATEMENTS 39

ITEM 22. CONTRACTS 39

ITEM 23. RECEIPTS 39

EXHIBITS:

Exhibit "A"	Franchise Agreement
Exhibit "B"	Area Development Agreement
Exhibit "C"	Constructive Group LLC Consulting Agreement
Exhibit "D"	Financial Statements
Exhibit "E"	Table of Contents of Manuals
Exhibit "F"	List of State Agencies/Agents for Service of Process
Exhibit "G"	State Specific Addenda and Riders
Exhibit "H"	General Release
Exhibit "I"	Principal Owner's Guaranty
Exhibit "J"	Principal Owner's Statement
Exhibit "K"	Conditional Assignment of Telephone Numbers and Listings and Internet Addresses
Exhibit "L"	Confidentiality, Nonsolicitation and Noncompetition Agreement
Exhibit "M"	List of Franchisees
Exhibit "N"	List of Franchisees Who Have Left the System
Exhibit "O"	Franchise Compliance Certificate
Exhibit "P"	State Effective Date Page
Exhibit "Q"	Receipts

Applicable state law may require additional disclosures related to the information contained in this disclosure document. These additional disclosures, if any, appear as an addendum or rider in Exhibit "G."

ITEM 1. FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, "**we**," "**us**," "**our**" and the "**Company**" mean **SOCCER 5 FRANCHISE LLC** – the franchisor. "**You**" and "**your**" means the person who buys a Soccer 5® Business franchise – the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation, and your members if you are a limited liability company.

The Franchisor

We are a Florida limited liability company that was formed on January 12, 2016. Our principal business address is 8011 SW 127 Ave, Miami, Florida 33183 and our telephone number is (305) 965-9855. Our registered agent for service of process in Florida is KSDT & Company, 9300 South Dadeland Boulevard, #600, Miami, Florida 33156. Our agents for service of process in the states that require franchise registration are listed in Exhibit "F" to this disclosure document. We do not do business under any names other than our corporate name and the trade name "Soccer 5® ."

We offer franchises for businesses providing state of the art custom built 5G turf small-sided soccer fields within secure perimeter fence cage areas where adults and youth recreational sports games, leagues, camps, tournaments, sport clinics, child development, after-school programs, social activities, products and related services (each a "**Soccer 5® Business**" or collectively, "**Soccer 5® Businesses**"). We are in the business of granting franchises to operate Soccer 5® Franchises. Soccer 5® Franchises sell, render, perform or provide Adult and Youth amateur soccer leagues, social games, pickup games, camps, tournaments, clinics, child development, after-school programs, social activities, sport related training programs, and related services that we designate or approve (as applicable, the "**Services**") and market and sell to Adults and Youths, as we designate, related products that we designate or approve, like uniforms, jerseys, t-shirts, jackets, shorts, trophies, medals/pins, awards, hats, caps, sporting equipment, and supplies, apparel, beverages and food, and other products we designate or approve from time to time (the "**Products**").

We are not engaged in any business other than the offering of Soccer 5® Business franchises. We began offering franchises on July 1, 2023. We do not offer franchises in any other line of business.

We do not operate any of the Soccer 5® Businesses, but our affiliate, U.S. SOCCER 5, LLC ("**Soccer 5 USA**") has owned and operated Soccer 5® Businesses in Miami, Florida, since its inception in March 2010. Currently, our affiliate owns and operates a total of 6 Soccer 5® Businesses, 3 in Miami, 1 in Broward County, 1 in Palm Beach County, and 1 in Coconut Creek, Florida. Also, our affiliate is in the process of developing an HQ to be opened in 2025 in Charleston, South Carolina. The business of Soccer 5 USA is substantially similar to the Soccer 5® Business franchise offered under this disclosure document.

Parents, Predecessors and Affiliates

We do not have any parents or predecessors. Soccer 5 USA owns the Marks listed in Item 13 of this disclosure document and licenses them to us under an agreement which grants us the right to use and to sublicense the use of the Marks to our franchisees. Soccer 5 USA also provides management and accounting services to us. In doing so, we share certain employees with it, including the individuals listed in Item 2 of this disclosure document. Soccer 5 USA is a Florida limited liability company formed on March 24, 2010. Its principal business address is also the same as ours: 8011 SW 127th Avenue, Kendall Soccer Park, Miami, Florida 33183. Soccer 5 USA does not engage in other business activities nor does it offer franchises in this or any other type of business, although it may do so in the future.

We do not have any affiliates that offer products or services to our franchisees, other than Constructive Group, LLC ("**Constructive Group**") whose address is 4648 Ashley View Lane, Charleston SC29405. It is a limited liability company formed on July 22, 2009. At your option, Constructive Group provides site selection and acquisition services on a consulting basis. Constructive Group does not engage in other business activities nor does it offer franchises in this or any other type of business, although it may do so in the future.

The Business

Soccer 5® Businesses use our distinctive formats, methods, policies, procedures, league systems, standards, specifications, information, e-commerce systems, methods for affiliation with public and private sector organizations, the computer system and software that are required for use in connection with a Soccer 5® Business, automated registration program, training and business relationships, all of which we may change, alter, amend, further improve, discontinue, develop or otherwise modify from time to time (the "**System**"). Soccer 5® Businesses also utilize, in a manner we designate or approve, certain materials and other ideas and information presented or reduced in or to tangible form that we designate, approve, or provide (e.g., software, writings, sound, compositions, pictures, drawings, calendars, league rules, codes, sporting and event calendars, posters, artwork, websites, designs and the like).

The Soccer 5® Business that you will establish and operate will be referred to in this disclosure document as your "**Business**." You will acquire a license to use certain logos, service marks and trademarks, including the service mark "Soccer 5® " (collectively, the "**Marks**") and proprietary systems, procedures and technology in the operation of your Soccer 5® Business. The "**Marks**" also include our distinctive trade dress used to identify Soccer 5® Businesses, whether now in existence or created in the future. You must sign a franchise agreement (the "**Franchise Agreement**"). You will operate your Soccer 5® Business in accordance with the Franchise Agreement in the form attached to this disclosure document as Exhibit "A."

Soccer 5® Businesses are characterized by the System which includes our methods and procedures for the establishment, management and operation of Soccer 5® Businesses, including our logos, concept, style, trade secrets, proprietary formulas, programs and products, confidential operations manuals and operating system. The operational aspects of a Soccer 5® Business are contained within our confidential operating manuals (collectively, the "**Manual**"). You will operate your Soccer 5® Business as an independent business using the Marks, the System, the Soccer 5® name, as well as the support, guidance and other methods and materials provided or developed by us.

Market and Competition

The market for providing state of the art custom built 5G small sided soccer fields within secure perimeter fence cage areas where adults and youth recreational sports games, leagues, camps, tournaments, sport clinics, child development, after-school programs, social activities, products and related services is developing and competitive. The market is not seasonal. You may compete with other sports franchise systems, or similar non-franchised sports and recreational organizations or systems, and may face competition from locally, regionally or nationally recognized sports associations. You may also face competition from public, private and non-for-profit organizations which currently operate amateur sports programs and sell sporting related products or services from store front, mail order, catalogue or the internet.

Laws and Regulations

You must comply with all laws and regulations pertaining to the provision of youth and/or adult sports leagues and instruction, including without limitation, all government regulations relating to

occupational hazards and health, consumer protection, trade regulations, use of public facilities (like parks and sports complexes), educational standards, public safety, and certain health, sanitation, food, safety and fire standards as well as child protection laws. There may be other local, state and/or federal laws or regulations pertaining to your Soccer 5® Business with which you must comply. We strongly suggest that you investigate these laws before investing in this franchise.

ITEM 2. BUSINESS EXPERIENCE

President: Scott Georgeson

Mr. Georgeson has been our President since our inception on January 12, 2016. He has also been the President and Managing Member of Soccer 5 USA in Miami, Florida since its inception on March 24, 2010. He has also been President of the Soccer 5 Foundation, Inc., in Miami, Florida since inception on January 4, 2011.

Franchise Development and Support: Jack Georgeson

Mr. Georgeson joined us on September 25, 2023, and is responsible for leading the franchisee support team. His duties are to lead the team in delivering smooth onboarding, training, grand opening, & ongoing support throughout the duration of the franchise agreement. Prior to that, from July 2021 to 2023, he was a sales manager for USI Insurance in Washington, D.C. and Tampa, FL, where he supported a book of over 1,000 clients. It was in this role he was introduced to franchising overseeing program structure for different franchisees and learning their unique business needs. Prior to that, he was in sales with Partner Insurance from June 2020 to July 2021, in Washington, D.C. Prior to 2020, Mr. Georgeson was a full-time student.

Co-Founder and Chairman: Alan Georgeson

Mr. Georgeson has been our Chairman since our inception on January 12, 2016 and Chairman of Soccer 5 USA in Miami, Florida since 2010, handling site development, NRPA and park relationships. Alan has also been the Managing Member of Constructive Group since its inception on July 22, 2009. He has also been a Director of Soccer 5 Foundation, Inc. in Miami, Florida since inception on January 4, 2011.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this disclosure document.

ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this disclosure document.

ITEM 5. INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee of $65,000. The initial franchise fee is payable in full when you and we enter into the Franchise Agreement. The initial franchise fee is determined uniformly for all franchisees. All initial franchise fees are fully earned when paid and non-refundable.

In certain circumstances, we will discount the initial fees due. Currently, discount available is as follows: if you are a U.S. military veteran and you qualify under the International Franchise Association's VetFran Discount Program, we will discount the initial franchise fee by $5,000.

Area Development Fee

If you choose to, and we approve you to, commit to develop multiple Soccer 5® franchises, you will pay a Development Fee, in lieu of an initial franchise fee, for all Soccer 5® franchises that you commit to develop. We currently offer the right to develop up to 5 Soccer 5® franchises. The Development Fee schedule is as follows:

2 pack $120,000
3 pack $165,000
4 pack $200,000
5 pack $235,000

The entire Development Fee is due upon signing the Area Development Agreement, and is fully earned when paid and non-refundable. The Development Fee is determined uniformly for all franchisees. Our current form Area Development Agreement is attached to this disclosure document as Exhibit "B."

Website Development Fee

You must pay us a Website Development Fee in the amount of $1,500 in full when you and we enter into the Franchise Agreement. We will develop a sub-website with a link to our website. It is fully earned when paid and nonrefundable.

Design and Project Support Fee

At your option, if you use Constructive Group, you must pay us $5,500 per month beginning on the date of the franchise agreement and ending on the date of the grand opening of your Soccer 5® Business. We will charge this fee for a maximum of 18 months, and we estimate the initial investment range for the Design and Project Support Fee will range from $0 to $99,000. The payments for the Design and Project Support Fee are fully earned when paid and nonrefundable. Services include design, site selection, and construction support. You will be required to execute a consulting agreement with Constructive Group, a form of which is attached to this disclosure document as Exhibit "C."

There are no other amounts that must be paid to us prior to opening your Soccer 5® Business.

ITEM 6. OTHER FEES

Type of Fee [(1)]	Amount	Due Date	Remarks
Royalty Fee[(2)]	7% of Network Revenues	7th of each month (the "**Payment Date**") by automatic debit or ACH	The Royalty will be waived during the first 60 days after the start of your Phase I Training.

Type of Fee [(1)]	Amount	Due Date	Remarks
National Brand Fund Contribution	Greater of $500 or 1% of Network Revenues[(3)]	On the Payment Date by automatic debit or ACH	Payable in such amounts as designated by us from time to time if a National Brand Fund is established. If established, the National Brand Fund Contribution will be waived during the first 60 days after the start of your Phase I Training.
Technology Fee	Currently, $500 per month, subject to increase to the extent our direct costs increase	On the Payment Date by automatic debit or ACH	This fee covers costs associated with our development of a point of sales system, field booking system, sales tracking system, training platform, and other features we may develop from time to time. This fee is either payable directly to us or to third party suppliers, as we may determine from time to time. We may suspend your access to these platforms or services if you fail to timely pay this fee. This fee is subject to increase to the extent our costs associated with developing and delivering these services and systems (and other services and systems we may add from time to time) increase.
Annual Conference Registration Fee	Currently $1,500	10 days after invoice	You must pay any annual conference fees whether you attend the conference or not.
Manual	$500 replacement fee	10 days after invoice	Payable if your copy of the Manuals is lost or destroyed.
Renewal Fee	25% of then-current franchise fee	At the time of election, but not less than 30 days prior to the expiration date.	There are other conditions for the grant of a successor franchise.
Transfer Fee	25% of then-current franchise fee	Before transfer	Payable when you transfer or sell your franchise.
Audit Fee	Actual cost of the audit or inspection, plus 10%	10 days after invoice	If you fail to timely furnish any reports or records that we require.
Purchasing and Brand Compliance Infraction Fee	$150 for 1st infraction, $250 for 2nd infraction and $750 for 3rd in infraction	10 days after invoice	Payable if you fail to comply with our purchasing or brand compliance requirements.

Type of Fee [(1)]	Amount	Due Date	Remarks
Late Report Fee	$100	Upon demand	Payable on all overdue reports. An additional $100 will be collected (a) every 2 weeks for delinquent weekly or bi-weekly reports; and (b) every month for delinquent quarterly or monthly reports.
Late Charges	5% of any overdue amount	10 days after invoice	Payable on all overdue amounts.
Interest on Late Payments	Lesser of 18% of amount past due or highest contract rate allowed by applicable law	10 days after invoice	Payable on all overdue amounts.
Insufficient Funds Fee	$25 per occurrence	Upon demand	If there are insufficient funds in your account to cover all amounts that you owe us.
Approval of material or source of material	Will vary with circumstances equal to our actual costs	10 days after approval or disapproval as invoiced	If you desire to use additional materials that we have not approved or from sources other than Approved Suppliers you must submit a written request for approval to us and pay us our actual costs incurred in evaluating the supplier or material.
Indemnification	Will vary with circumstances	Upon demand	If we are sued for claims relating to the operation of your Soccer 5® Business or for damages that we incur due to your breach of the Franchise Agreement, then you must reimburse us.
Insurance	Amount of premiums	Upon demand	Payable only if you do not maintain required insurance coverage and we elect to obtain coverage for you.

NOTES:

(1) All fees and expenses described in this Item 6 are uniformly imposed and non-refundable. Except as otherwise indicated in the chart above, we impose all of the fees and expenses listed above, and they are payable to us. We may, at our option, require you to pay any or all periodic or recurring fees to us by electronic funds transfer.

(2) If the state or local taxing authorities in your Network Area impose any taxes on any payments that you owe to us (like a sales or service tax), then you must comply with all tax reporting and pay to us an adjusted amount to cover any such taxes, so that the net amount paid to us is not reduced by such taxes. This gross-up provision for state or local taxes applies only to taxes imposed directly on the Royalties or other amounts due to us. This provision does not apply to any taxes separately imposed on us, like income taxes.

(3) The term "**Network Revenues**" means the total actual gross charges all products and services sold to customers of the Soccer® Franchise for cash or credit or any other method of payment, including all discounts. The amount of any charitable contributions required by us from time to time, as

prescribed in the Manuals or otherwise, will be excluded from the definition of Network Revenues. Any amounts that you collect and transmit to state or local authorities as sales, use or other similar taxes are also excluded from the definition of Network Revenues.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount [1]	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[2]	$65,000	Lump sum	Upon effective date of Franchise Agreement	To us
Rent (3 months)[3]	$12,500 - $30,000	As incurred	As agreed	Third parties
Construction Costs[4]	$500,000 - 1,500,000	As incurred	As agreed	Third parties
Design and Project Support Fee[5]	$0 - $99,000	As agreed	Upon engagement of Constructive Group	Constructive Group
Signage[6]	$5,000 - $7,000	Lump sum	As agreed	Third parties
Equipment, Software and Computer[7]	$15,000 - $40,000	As incurred	As agreed	Third parties
Business Licenses and Permits	$5,000 to $7,000	Lump sum	As incurred	Third parties
Legal Fees	$5,000 - $10,000	As agreed	As agreed	Third parties
Initial Inventory[8]	$5,000 - $8,000	Lump Sum	Before opening	Third parties
Insurance (annually)	$6,000 - $20,000	As agreed	As agreed	Third parties
Training Expenses [9]	$2,500 to $8,000	As agreed	As agreed	Third parties
Advertising [10]	$25,000	As agreed	As Agreed	Third parties
Additional Funds (3 months) [11]	$40,000 - $70,000	As incurred	As incurred	Landlord, suppliers and employees
Website Development Fee [12]	$1,500	Lump Sum	Upon effective date of Franchise Agreement	To us
Total Estimated Initial Investment (Single Franchise) [13]	**$687,500 - $1,890,500**			
Area Development Fee for 2 to 5 Franchises	$120,000 - $235,000	Lump Sum	Upon effective date of Area development Agreement	To us
Total Estimated Initial Investment (2 to 5 Franchises) [14]	**$742,500 - $2,060,500**			

NOTES:

(1) None of the fees payable to us are refundable. We will not finance any part of the initial investment.

(2) The Initial Franchise Fee is $65,000.

(3) The typical locations for a Soccer 5® Business are parks, schools, churches, backs of malls, light industrial and commercial areas. A Soccer 5® Business center has 6 fields totaling 56,000 square feet plus car park and pavilion/trailer office. We estimate annual rent between $50,000 and $200,000 depending on size, condition and location of the lease premises. We do not estimate the cost of purchasing a location.

(4) Design and construction costs vary regarding specifications, area and land/building. This estimate is based on an outdoor park with existing car parking and pavilion, and includes the cost of fixtures. The estimated cost to build a 56,000 square foot, 6-field Soccer 5® Business is $950,000. This estimate does not include the cost of purchasing the real property.

(5) At your option, we will design your Soccer 5® Business with you and assist and support its construction if Constructive Group is hired as a consultant. This low end of this estimate assumes you do use these optional services and the high end is based on a 56,000 square foot, 6-field Soccer 5® Business construction cost of $950,000. We will charge this fee for a maximum of 18 months.

(6) Signage includes entry signs, field signs and the like as required by our Manual.

(7) The equipment includes goals, balls and POS system.

(8) Initial supply of drinks, food and uniforms.

(9) This includes estimated travel and living costs for Phase I training.

(10) This includes marketing materials and press release and also includes optional TV/Radio local advertising on Comcast, or similar, network zones. This budget is designated for a specific marketing plan designed for the grand opening of a Soccer 5 Franchise

(11) We relied on our affiliate's experience operating a Soccer 5® Business in Florida to compile these estimates. These amounts are minimum recommended levels to cover operating expenses, including employee salaries, for 3 months. We cannot guarantee that this amount is sufficient. You may require additional working capital if your sales are low or if your fixed costs are high.

(12) The Website Development Fee is $1,500 payable to us in full when you and we enter into the Franchise Agreement.

(13) The disclosure laws require us to include this estimate of all costs to operate your franchise during the "initial phase" of your Soccer 5® Franchise. The disclosures above assume an "initial phase" ranging from 9 to 18 months. In compiling these estimates, we relied on our affiliate's experience in operating a Soccer 5® Franchise.

(14) The low end of this estimate assumes a $120,000 Development Fee for a 2-pack; the high end assumes a $235,000 Development Fee for a 5-pack. In both cases, this estimate assumes that you will pay the entire Development Fee up front upon signing the Area Development Agreement, and you will develop one Soccer 5® Franchise during the "initial phase."

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that you maintain the highest degree of consistency, quality and service, you must use in the operation of your Soccer 5® Business, and in the offer and sale of both services and products we approve, only those techniques, procedures and supplies we specify. You must offer all, and only such, products and services as we approve from time to time. We may require that you, at your expense, enter into agreements with suppliers approved by us specifically for the offer, sale and performance of the services and related products at your Soccer 5® Business. We may change any of our requirements periodically. All products and items must conform to our standards and specifications. You must obtain our written approval before making any changes to your Soccer 5® Business and before modifications to or replacements of equipment, computer hardware, proprietary software, generic software, products, signs, fixtures or other items. You must obtain all components of the Computer System from the Approved Supplier we designate including the EZ Facility Management Software from EZ Facility.

Purchases from Us

You may use Constructive Group to design your Soccer 5® Business and to assist and support its construction. We will meet with your general contractor weekly at the site of your Business. During 2023, we did not receive any income from the sale of products or services to franchisees, but we reserve the right to do so in the future.

Approved Suppliers

You must purchase or lease all equipment, products, supplies and materials for your Soccer 5® Business (the "**Business Materials and Services**") that meet our System Standards The Business Materials and Services and other items will be specified in the Manuals from time to time. If required by the Manuals, you must purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate) (an "**Approved Supplier**"). In our sole discretion, we may concentrate purchases with one or more Approved Suppliers, to obtain lower prices, advertising support and/or other services, or for any other reason we deem appropriate. In such instances, we may limit the number of suppliers with whom you deal, designate sources that you will use, and refuse any request by you for another Approved Supplier of any applicable product or service. You must to follow all of our policies and procedures for paticipation in or termination of any preferred vendor programs that we establish. We currently require you to use Fieldturf for synthetic turf, silica sand and rubber crumb fill and Musco Lighting for your field lights. We may receive rebates or other financial consideration from suppliers in consideration for our procurement and other services based upon franchisee purchases. If we do so, we have no obligation to pass these amounts on to you or to use them for your benefit and may use it for our Branding Fund, pay franchisee conference expenses or for franchisee recruitment marketing.

If you want us to approve a new supplier, Business Material and Service that you propose, you must submit to us sufficient written information about the proposed new supplier, Business Material and Service to enable us to approve or reject either the supplier or the Business Material and Service. We will have 20 days from receipt of the information to approve or reject the proposed new supplier, Material or service. We will, within 20 days after receipt of such request, notify you in writing of our approval or disapproval of the additional Business Materials and Services and the alternate source of such Business Materials and Services, or the additional services. Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; our existing relationships with competitive vendors; and experience, dependability and general reputation. We will notify you in our Manual or other written communications if we revoke approval of any supplier. We reserve the right, in our sole discretion, to (i) deny approval of any additional Business Materials and Services, (ii) limit the number or scope or

your use of the additional Business Materials and Services or your ability to sell or provide additional services and/or (iii) condition approval of the additional Business Materials and Services on the Approved Suppliers being the supplier of the additional Business Materials and Services. You must pay to us a fee equal our actual costs incurred in evaluating the supplier or material within 10 days of your receipt of our notification of approval or disapproval to cover our costs and expenses in connection with our review of the additional Business Materials and Services and the source of such Business Materials and Services plus any out-of-pocket costs we incur (e.g., travel, shipping, etc.).

There are no suppliers in which any of our officers own an interest. However, 1 of our officers owns an interest in our affiliate, Constructive Group, but you are not required to use its services.

It is estimated that all of your initial expenditures from us, our affiliates or the vendors that we specify and/or approve that meet our standards and specifications will represent approximately 15% to 20% of your total initial purchases. It is anticipated that during the operation of your Soccer 5® Business, required purchases from us, our affiliates or the vendors that we specify or approve (not including rent, Royalty Fees or labor costs) are estimated to be approximately 5% to 10% of your total monthly purchases in the continuing operation of your Soccer 5® Business.

Standards and Specifications

You must develop and operate your Soccer 5® Business in accordance with our standards and specifications. Our standards and specifications may regulate, among other things (a) a description of the authorized goods and services that you may offer at your Soccer 5® Business; (b) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for Soccer 5® Business; (c) mandatory reporting and insurance requirements; (d) mandatory and suggested specifications for your Soccer 5® Business; and (e) a written list of goods and services (or specifications for goods and services) that you will purchase for the construction of your Soccer 5® Business and the development and operation of your Soccer 5® Business, and a list of any designated or Approved Suppliers for these goods or services (which may include us or our affiliate). Our standards and specifications may impose minimum requirements for quality, use, cost, delivery, performance, design and appearance. We will notify you in our Manuals or other communications of our standards and specifications and/or names of Approved Suppliers.

Insurance

You must obtain and maintain, at your own expense, such insurance coverage that we require from time to time and meet the other insurance-related obligations in the Franchise Agreement. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. All insurance policies must: (a) contain no provision which in any way limits or reduces coverage for us in the event of any claim by us or any of our affiliates, directors, officers or agents; (b) extend to provide indemnity for all obligations assumed by you under this Agreement and all items for which you are required to indemnify us under the provisions of this Agreement or otherwise; (c) name us as an additional insured and not contain an "insured vs. insured" exclusion; (d) contain a waiver of the insurance company's right of subrogation against us; (e) provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured; (f) provide that the insurance company will provide us with at least 30 days' prior written notice of termination, expiration, cancellation or material modification of any policy; (g) provide that you cannot reduce the policy limits, restrict coverage, cancel or otherwise alter or amend the policies without our prior written consent; and (h) contain such other terms and conditions as we require from time to time.

You must send us copies of all insurance policies. Our current insurance policy requirements include:

(a) comprehensive general liability insurance:
- $2,000,000 general aggregate
- $1,000,000 per occurrence
- $10,000 for medical expenses (any one person)
- $10,000 for personal injury

(b) Worker's Compensation Insurance (minimum amount required by applicable law)

Before the expiration of the term of each insurance policy, you must furnish us with a copy of each new, renewal or replacement policy you have obtained to extend your coverage, along with evidence of the premium payment. If you do not maintain the required insurance coverage, or do not furnish us with satisfactory evidence of insurance coverage and premium payments, we may obtain any required insurance coverage on your behalf. If we do so, you must fully cooperate with us in our effort to obtain the insurance policies and must promptly sign all forms required to obtain or maintain the insurance. You must also allow any inspections of your Soccer 5® Business required to obtain or maintain the insurance. You must pay us, on demand, any costs and premiums we incur in obtaining insurance on your behalf.

Rebates

We may receive rebates, payments or other material benefits from suppliers based on franchisee purchases. However, we did not receive any rebates based on purchases by franchisees during our fiscal year ended December 31, 2023. We intend to negotiate relationships with suppliers to enable our franchisees to purchase certain items at discounted prices. If we succeed, you will be able to purchase these items at the discounted prices that we negotiate (less any rebates or other consideration paid to us).

Miscellaneous

Since this is our initial franchise offering, we cannot reasonably estimate the total amount of revenue we or our affiliates expect to generate as a result of franchisee purchases from designated or Approved Suppliers.

There are no purchasing cooperatives although we reserve the right to establish one or more purchasing cooperatives in the future. You do not receive any material benefits for using designated or Approved Suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement (FA and ADA)	Disclosure Document Item
a. Site selection and acquisition/lease	FA: Sections 4.1 - 4.6 ADA: Section 3.2	ITEM 7 & ITEM 11
b. Pre-opening purchases/leases	FA: Sections 4.2 - 4.5 ADA: None	ITEM 5, ITEM 7, ITEM 8 & ITEM 11

Obligation	Section in Agreement (FA and ADA)	Disclosure Document Item
c. Site development and other pre-opening requirements	FA: Sections 4.1 - 4.6, 5.1, 5.2, 6, 7.4, 10.1, 12.8, and 12.10 ADA: Sections 3 and 4	ITEM 6, ITEM 7 & ITEM 11
d. Initial and ongoing training	FA Section 6 ADA: Not applicable	ITEM 6 & ITEM 11
e. Opening	FA Section 12.11 ADA: Section 3	ITEM 11
f. Fees	FA Sections 2.4, 5.5, 5.7 - 5.10, 5.13- - 5.15, 16, 17, and 18 ADA: Sections 4,	ITEM 5 & ITEM 6
g. Compliance with standards and policies/Operating Manual	FA Section 9	ITEM 11
h. Trademarks and proprietary information	FA Section 11	ITEM 13 & ITEM 14
i. Restrictions on products/services offered	FA Section 9	ITEM 16
j. Warranty and customer service requirements	FA None	Not applicable
k. Territorial development and sales quotas	FA Section 3	ITEM 12
l. Ongoing product/service purchases	FA Sections 2 and 9.3	ITEM 8
m. Maintenance, appearance and remodeling requirements	FA Sections 2.4 and 7	ITEM 11
n. Insurance	FA Section 12.8	ITEM 6 & ITEM 7
o. Advertising	FA Section 13	ITEM 6, ITEM 7 & ITEM 11
p. Indemnification	FA Sections 7.5 and 16.1	ITEM 6
q. Owner's participation/ management/staffing	FA Sections 7, 12.6 and 15.1	ITEM 11 & ITEM 15
r. Records and reports	FA Sections 5.11, 12.3 and 17.3	ITEM 6
s. Inspections and audits	FA Sections 17.1 and 17.2	ITEM 6 & ITEM 11
t. Transfer	FA Section 18	ITEM 17
u. Renewal	FA Section 2.4	ITEM 17
v. Post-termination obligations	FA Sections 20.4 - 20.7	ITEM 17
w. Non-competition covenants	FA Section 19	ITEM 17
x. Dispute resolution	FA Sections 24 and 25	ITEM 17

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases or obligations. We do not receive any direct or indirect payments or other consideration from any person for the placement of any financing with lender(s).

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

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

Pre-Opening Obligations: Before you open your Soccer 5® Business, we will:

1. Provide you with access to one copy of the Manuals, which will help you establish your Soccer 5® Business. (Franchise Agreement, Section 9.1)

2. Provide an initial training program. (Franchise Agreement, Sections 6.1 and 6.2)

3. Provide design and project support services, if you elect to purchase them from our affiliate, Constructive Group. (Franchise Agreement, Section 5.8)

Site Selection, Development and Time to Opening

The site must be within your Network Area and meet applicable zoning requirements. We will review information that you provide to us relating to the site of your business and provide you input on the location. Although we reserve the right to approve or disapprove the location of your business, you are solely responsible for selecting the Site. Factors we consider in approving your site include: demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Soccer 5® Franchises, the nature of other businesses in proximity to the Site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed site. Once you have selected your location, we will provide input on how to design and best construct or renovate it to operate your Soccer 5® Business. We will not generally own the premises of Soccer 5® Businesses or lease the premises to franchisees. If you and we are we unable to agree on a location for the Site, or if you have not obtained a fully signed lease agreement for the Site, within 6 months of the effective date of the franchise agreement, then we may terminate the franchise agreement.

We anticipate that the typical length of time between the effective date of the Franchise Agreement and opening the Soccer 5® Business franchise will be approximately 9 to 18 months. Some of the factors that may affect this time are financing, delayed installation of equipment and fixtures, completion of training, obtaining insurance, and complying with local laws and regulations. If you do not open your Soccer 5® Franchise for business within 18 months of the effective date of the franchise agreement, we may terminate the franchise agreement.

You will not open your Soccer 5® Business before: (1) successful completion of the initial training program; (2) you purchase all required insurance and provide us, at our option, with copies of such policies or evidence of coverage; (3) you obtain all required licenses, permits and other governmental approvals; and you have conducted your Grand Opening Advertising. You must open your Soccer 5® Business within 6 months from the completion of the Phase I Training. We may terminate the Franchise Agreement if you fail to open within the prescribed time period.

Post-Opening Obligations: During the operation of your Soccer 5® Business, we will:

1. Continue to provide you with access to one copy of the Manuals, to assist you in operating your Soccer 5® Business. (Franchise Agreement, Section 6.1)

2. Give you ongoing training webinars during the first 12 months of operation. (Franchise Agreement, Section 6.2)

In addition, during the operation of your Soccer 5® Business, we may, but will not be obligated to:

1. Provide periodic additional or refresher training programs. (Franchise Agreement, Section 6.3)

2. Provide you with additional assistance at any location we designate. (Franchise Agreement, Section 6.4)

3. Provide you with assistance in establishing prices for the Products and Services offered through your Soccer 5® Franchise. (Franchise Agreement, Section 9.5)

Initial Training Program

We will provide an initial training program for you (or if you are a Business Entity, your manager) and one other person. Pre-opening training will be held at our location in Miami, FL and is conducted over the course of 1 week. We will train up to 2 people; attendees must attend entire training program. You are responsible for travel, meals and lodging for all training attendees.

Pre-opening training is a requirement for operating the franchised business and must be successfully completed prior to opening. Our pre-opening training program is typically conducted 4 to 6 times a year and is held every 8 weeks to 12 weeks.

Initial training program will be overseen by Jack Georgeson, whose experience is covered in Item 2 of this disclosure document. Mr. Georgeson has 1 year of experience with us and 5 years of experience in the field working in soccer facilities and in sales and marketing. The Operations Manual will be the basis of our instruction, reinforced with hands-on training including observation and visual instruction. We may employ virtual or online instruction to cover the topics identified on the chart below.

Initial Franchise Training	Hours Classroom	Hours On the Job	Location
Introduction: Overview of Training, History, Mission, Vision, and Brand Culture	2	0	Miami, FL
Marketing: Planning Local Marketing to Attract and Retain Customers, Brand Standards and Positioning	2	2	Miami, FL
Personnel: Recruiting, Hiring, Scheduling, Training and Employee Retention	2	2	Miami, FL
Daily Operations: Customer Service, Technology, Booking Policies and Procedures, Facility and Equipment Maintenance, Equipment Inventory, Events and Tournaments, Supplier Management	4	18	Miami, FL
Safety and Sanitation: Security Controls, Emergency Response, First Aid and Medical Support, and Sanitation Guidelines	2	2	Miami, FL
Finance: Banking, Accounting and Financial Management, Fees, and Reporting	2	2	Miami, FL
SUB-TOTALS	**14**	**26**	
TOTAL HOURS	**40**		

In addition, 2 to 3 days of support will be conducted at the Franchisee's location, including and through Soft Opening. During this time, we will conduct a final assessment and review Grand Opening schedule. We reserve the right to delay opening or to require additional training, until the location has a fully trained team and is compliant with operational and brand standards.

Ongoing Training

In order to maintain the uniformity and high standard of goods and services provided by Soccer 5® Business franchisees, we may provide periodic additional or refresher training programs ("**Additional Training**") for you, your manager, or other key employees. You will be responsible for all expenses and costs that your trainees incur, including wages, travel and living expenses.

From time to time, we may provide you additional assistance at any location we designate within your Network Area. If we do provide you additional assistance, you agree $500 per day per person that we provide, plus travel, meals and lodging for them.

Manuals

We will grant you access (which may be electronic), to our Manuals, consisting of such materials (including, as applicable, audiotapes, videotapes, magnetic media, computer Software and written materials) that we generally furnish to franchisees from time-to-time for use in operating a Soccer 5® Business. The Manuals contain the System Standards and information relating to your other obligations under your franchise agreement and related agreements. We may make the Manuals accessible to you on-line or via other forms of electronic format like, using the Internet or on Intranet or CD-ROM (instead of loaning one (1) copy of it to you). The Manuals may be modified or updated and revised periodically to reflect changes in System Standards. You are responsible for routinely monitoring any on-line version (or electronic format) of the Manuals for changes to them. If we make the Manuals accessible to you in read-only format and/or on-line (or electronic format), we will not send to you printed copies of any changes to them. However, any form of the Manuals accessible to you on-line is our proprietary information and will be deemed Confidential Information. You must maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. In the event of a dispute relating to the contents of any printed copy of the Manuals, the master copy of the Manuals we maintain at our principal office will be controlling. However, in the event we utilize on-line Manuals, the most recent on-line Manuals will control any disputes between the on-line version and printed copies of the Manuals. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals. You must keep the Manuals in a secure location. You must not: (i) permit any part of the Manual to be copied, transmitted, "posted" or downloaded; (ii) disclose it or any of its contents to anyone not having a need to know its contents for purposes of operating your Soccer 5® Business; and/or (iii) remove it from your business office without our permission.

As of the date of this disclosure document, the Manuals contain a total of 140 pages. A copy of the Table of Contents to the Manuals is attached to this disclosure document as Exhibit "E".

Computer System

You must, at your expense, acquire, license and use in developing and operating your Soccer 5® Business a computer system consisting of the computer services, components, equipment, computer hardware, telecommunications equipment or services, and the software used in connection with the billing, bookkeeping, administration, collections, and other back room services, data research and other operating or communications software we designate or approve for use by Soccer 5® Businesses (collectively, the

"**Software**") that we periodically specify in the manner we designate (collectively, the "**Computer System**"). You must also utilize the mobile application software we specify.

We may require you to obtain specified computer and communications hardware, equipment, components or Software and services and may modify specifications for and components of the Computer System from time to time. We may develop, or sign up for, Software and require you to use it. If we do so: (a) we may charge a Technology Fee for your use of it up to $6,000 per year and/or an initial one-time licensing fee not to exceed $2,000; and; (b) you must sign the standard Software license we use for franchisees at that time. The foregoing costs and fees are subject to increase to the extent our costs associated with developing and delivering these services and systems (and other services and systems we may add from time to time) increase.

We do require you to use our national telephone application (the "**APP**") which is integrated into a digital platform so your clients can book games and fields and make payments online. The license fee for this platform is included as part of the Technology Fee described above.

Our modifications and specifications for components, equipment, services and operating or communications of the Computer System may require you to incur costs to purchase, lease or license new or modified Software or computer or communications hardware, equipment, components or software and to obtain service and support for the Computer System during the Term. You agree to incur such costs in connection with obtaining the computer hardware and Software comprising the Computer System (or additions or modifications), operating it in accordance with our System Standards and ensuring that it is compatible with, and capable of participation in and performing the functions we designate for the Soccer 5® Business and engaging in any form of e-commerce we designate or approve, as long as the Computer System we specify for use is the same Computer System that we or our affiliates then currently use in Soccer 5® Businesses that we or they own and operate. Within 30 days after you receive notice from us, you must obtain the components of the Computer System that we designate and require.

The Computer System must be capable of connecting with our Computer System, performing the functions we designate for the Soccer 5® Business, permitting us to review the results of your Soccer 5® Business' operations, and engaging in any e-commerce activities that we designate or approve. We will have independent access to the information generated and stored in your Computer System. We also have the right to charge you a reasonable systems fee for modifications of and enhancements made to any proprietary software that we license to you and other maintenance and support services that we or our affiliates furnish to you related to the Computer System. We may communicate with you by whatever means we designate from time to time including specifically by e-mail. You must sign whatever documents and forms we may require in order to do so. You also will require any of your employees to sign such forms we designate to enable us to communicate with them by e-mail as well.

To operate efficiently, each computer must be connected to the Internet via high-speed Internet connection (e.g., digital subscriber, cable, ISDN, or T-1 Internet) with e-mail capabilities. A high-speed wireless network is recommended, but not currently required. In addition, you must purchase at least one high quality "all-in-one" laser printer/copier/scanner with network capabilities. We require that you utilize Microsoft Word, Access and Excel. We reserve the right to control all telephone numbers and e-mail addresses used in the operation of your Soccer 5® Business. We currently require you to obtain the EZ Facility Management Software from EZ Facility at 67 Froehlich Farm Blvd., Woodbury, New York 11797 and whose telephone number is 866.498.3279. We may modify these computer and software requirements from time to time.

We estimate that the cost of the computer system will be approximately $3,000 to $5,000, depending on the size of your Soccer 5® Business and the number of personnel.

Neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your Computer System. You agree to maintain the computer hardware in good working order at your cost. During the term of your franchise agreement, you agree if requested to upgrade or update your computer hardware and/or software to conform to our then-current specifications. There is no contractual limit on the frequency or cost of this obligation. We estimate that the cost to upgrade or update your computer hardware and/or software will not exceed $6,000. You are also responsible for priority cabling and all networking services related to the Computer System. Except as described above, there currently are no optional or required support contracts. We reserve the right to change the software or technology that you agree to use or add new software or technology at any time.

Websites

We have the right to control all use of URL's, domain names, websites, addresses, metatags, links, key words, e-mail addresses, social media accounts or platforms, and any other means of electronic identification or origin ("**e-names**"). We also have the right to designate, approve, control or limit all aspects of your use of the Internet, Intranet, World Wide Web, social media, wireless technology, digital cable, use of e-names, e-mail, websites, home pages, bulletin boards, chatrooms, e-mail, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software (collectively, "**e-commerce**"). You must follow all of our policies and procedures for the use and regulation of e-commerce. We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks, the Copyrights or the System which we may designate. We may restrict your use of e-commerce to a centralized website, portal or network or other form of e-commerce designated by us operated by us or our designee. You must not create your own website. We currently will monitor and maintain it as part of the Technology Fee. We may require that you provide information to us via e-commerce. We may require you to coordinate your e-commerce activities with us and other SOCCER 5® Businesses. We may require you to obtain the services of and pay the then current fees for ISP and ASP services and the like. You recognize and agree that between you and us, we own all rights to all interest in and to any data collected via e-commerce related to the System, the Marks or the Copyrights, including any customer data, click-stream data, cookies, user data, hits and the like: such information is deemed by us to be and constitutes our Confidential Information.

Advertising and Marketing

Establishment of National Brand Fund

Recognizing the value of advertising and marketing to the goodwill and public image of Soccer 5® Businesses, we will establish a system-wide marketing fund (the "**National Brand Fund**") for such advertising, marketing and public relations programs and materials we deem necessary or appropriate. When established, we reserve the right to defer or reduce National Brand Fund Contributions of a Soccer 5® Business Franchisee and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the National Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the National Brand Fund. If the National Brand Fund is terminated, all unspent monies on the date of termination will be distributed to our Franchisees in proportion to their respective contributions to the National Brand Fund during the preceding 12-month period. We and our affiliates will contribute to the National Brand Fund on the same basis as franchise owners for any Soccer 5® Business we or they own and operate.

Use of the Funds

We or our designee will direct all programs financed by the National Brand Fund, including the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the National Brand Fund may be used to pay the costs of preparing and producing video, e-commerce, audio and written advertising materials; developing and servicing corporate accounts; evaluating new products or services; research and development of marketing materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing e-commerce rights, direct mail and other media advertising and employing advertising, promotion and marketing agencies; and supporting public relations, market research, establishing, developing, maintaining, servicing or hosting Websites or other e-commerce programs, and other advertising, promotion and marketing activities (including Google and words for franchisees). The National Brand Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

Accounting for the Fund

The National Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the National Brand Fund and its programs, including, without limitation, conducting market surveys, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the National Brand Fund. We may spend, on behalf of the National Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Soccer 5® Businesses to the National Brand Fund in that year, and the National Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the National Brand Fund will be used to pay advertising costs before other assets of the National Brand Fund are expended. We will prepare a periodic statement of monies collected and costs incurred by the National Brand Fund and furnish the statement to you upon written request. We have the right to cause the National Brand Fund to be incorporated or operated through a separate entity at such time as we deem appropriate, and such successor entity will have all of the rights and duties specified in this Agreement.

National Brand Fund Limitations

You acknowledge that the National Brand Fund will be intended to maximize recognition of the System, the Marks, the Copyrights and Soccer 5® Businesses. Although we will endeavor to utilize the National Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all Soccer 5® Businesses, we undertake no obligation to ensure that expenditures by the National Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the National Brand Fund by Soccer 5® Businesses operating in that geographic area or that any Soccer 5® Business will benefit directly or in proportion to its contribution to the National Brand Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this section, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the National Brand Fund. As of our fiscal year ending December 31, 2023, no funds were collected or expended from the National Brand Fund. No funds from the National Brand Fund were, or will be, used solicit new franchise sales.

Local Advertising

You must spend a minimum of 1% of your Network Revenues each month on local marketing, promotion and advertising pursuant to your annual plan approved by us. You must provide us proof of the annual plan expenditures on a monthly basis. Any advertising, promotion and marketing you conduct will (i) be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time and (ii) conform to such standards and requirements as we may specify to conform to regulatory requirements. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval at least 14 days before you use them. If you do not receive written disapproval within 30 days after our receipt of such materials, we will be deemed not to have given the required approval. You may not use any advertising or promotional materials that we have disapproved.

We are not obligated to spend any amount on advertising in your Network Area or in any particular franchisee's network area.

Advertising Cooperative

We may, in our discretion, form local or regional marketing cooperatives ("Co-op") covering your Network Area, as defined in Item 12 and the network area of at least one other franchisee for the purpose of developing and implementing local or regional marketing programs, or we may approve of the formation of such a marketing cooperative by our franchisees. If we require you to join a Co-op, then you must: join the Co-op; participate with other franchisees in the Co-op's marketing programs; and pay your share of the Co-op's marketing expense. Each participant shall be a member of the Co-op. Any payments you make for the Co-op's marketing will be applied towards your local marketing requirement but will not affect your obligation to make Brand Fund Contributions under the Franchise Agreement. If the amount you contribute to a Co-op is less than the local advertising requirement, then you shall nevertheless spend the difference locally, but you will not have to contribute more than your local marketing requirement.

The Co-op's marketing expenses will be allocated among its members based on the number of participating franchisees or on some other reasonable basis as may be determined by the franchise advisory council, if established, or us. We or our designee will be responsible for administering the Co-op; however, we may delegate this authority to the franchise advisory council or some other committee of franchisees. We do not currently have an advertising council composed of franchisees that advises us on advertising materials, but we may in the future. The Co-op will operate under written governing documents prepared by us or our designee, which will be made available to you upon reasonable written request. An accounting of the operation of the Co-op will be prepared annually by the Co-op, at the Co-op's expense, and made available to Co-op members upon request. Franchisor or our affiliate owned units will not be required to contribute to the Co-op. We have the right, in our sole discretion, to modify, merge or dissolve any Co-op upon written notice to its members; however, a Co-op will not be dissolved until all of the money in the Co-op has been spent for marketing purposes.

ITEM 12. TERRITORY

Territory

During the Term, we will neither grant anyone else the right to, nor ourselves, operate a Soccer 5® Business by marketing, promoting, providing or performing services and products within your Network Area. We have the right to solicit customers located in your Network Area. You must not market, sell, promote, provide or perform services or products outside of your Network Area without our prior written

consent. A "**Network Area**" is a geographic area that contains a population of approximately 250,000 people or a maximum radius of 5 miles.

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

Any and all offices for your Soccer 5® Business must be located within the Network Area and must be pre-approved by us. However, we are not required to provide any assistance to you in the selection of an office location. You may not relocate or open additional offices for your Soccer 5® Business without our prior written approval, which we will not unreasonably withhold meaning that we will consider the factors for approval of the Site of a Soccer 5® Business, which include: demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Soccer 5® Franchises, the nature of other businesses in proximity to the Site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed site. We will also consider whether you are in good standing under your franchise agreement with us.

You may not market the Products or Services or solicit Customers by any channels of distribution outside of your Network Area except in the event that a person from outside your Network Area elects to become a Customer of yours by participating in Events within your Network Area, in which case you may employ Customer-specific direct marketing communications.

Beginning 1 year from the date you signed the franchise agreement, you must meet a minimum annual performance standard in connection with the operation of your Soccer 5® Franchise (the "**Minimum Performance Standard**"). The Minimum Performance Standard is that you must achieve a minimum of in-Network Revenues in each rolling 12-month period equal to or exceeding the bottom 25% of our franchise owners (who have been in the system at least 1 year) during such periods. If, at any time, you do not achieve the Minimum Performance Standard, you must attend and satisfactorily complete such training programs/supplementary programs as we require and pay all related fees and costs to do so. If, at any time, you do not achieve the Minimum Performance Standard, do not satisfy the additional training, or do not meet the Minimum Performance Requirement in any 3 measurement time periods, then we may either: (a) terminate your exclusive rights to the Network Area and sell the Products and Services directly or through others; (b) reduce the scope of the geographic area comprising the Network Area in which you will have exclusive marketing rights, or (c) terminate the Franchise Agreement upon notice.

Reserved Rights

We (and our affiliates) retain the rights to do any or all of the following, in our sole discretion:

(i) own and operate Soccer 5® Franchises, or license third parties the right to own and operate Soccer 5® Franchises, utilizing the Marks and System at any location outside of your Network Area;

(ii) own and operate, and license third parties the right to own and operate, Soccer 5® Franchises that offer sports other than the Authorized Sports at any location;

(iii) we do not currently plan to, but reserve the right to own and operate businesses, or license third parties the right to own and operate businesses, under marks that are different than the Marks at any location(s) inside or outside of your Network Area; *provided that*, such businesses will not offer Authorized Sports;

(iv) send out marketing materials, and otherwise promote the Soccer 5® brand, Marks and System and various Events and Authorized Sports offered, at any location utilizing the Marks (including sending emails and other materials to Customers with links to our Website so such Customers can determine what Events, venues and leagues are being conducted near the zip code they input);

(v) utilize the Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including products and services authorized for Soccer 5® Franchises and related merchandise under the Marks or other marks through wholesale and retail outlets, via the Internet, and through mail order catalog, without regard to location; *provided that*, any sales made to customers physically located in your Network Area will be routed through your Soccer 5® Franchise;

(vi) be acquired by, or merge with, a business that operates or licenses third parties the right to own and operate businesses under marks that are different than the Marks at any location(s) inside or outside your Network Area, which businesses may compete with your Soccer 5® Franchise; or

(vii) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in your franchise agreement.

ITEM 13. TRADEMARKS

The Franchise Agreement grants you the right to operate a Soccer 5® Business under the trademark and service mark "SOCCER 5," and related trademarks, service marks, logos and commercial symbols, and to use any future Marks we authorize. You agree to use the Marks in strict accordance with the Franchise Agreement and the Manuals.

The status of the registration of the following Marks on the Principal Register of the United States Patent and Trademark Office (the "**USPTO**") by Soccer 5 USA is as follows:

MARK	REGISTRATION NUMBER	REGISTRATION DATE
SOCCER 5	4077692	December 27, 2011
	7284070	January 23, 2024
	Registration Application to be filed	Not applicable

We intend to renew the registration and file all appropriate affidavits for the Marks at the times required by law. All required affidavits have been filed and we have renewed one of the Marks.

We do not have a federal registration for one of our principal trademarks. Therefore, that trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We have the right to use and license the use of the Marks to franchisees under an oral License Agreement with Soccer 5 USA. Soccer 5 USA has the right to specify, inspect, and oversee the quality standards of our services and products to assure the protection, enhancement, and goodwill of the Marks. The License Agreement is of perpetual duration and will remain in effect unless terminated by us or Soccer 5 USA. If we breach the License Agreement, or if the License Agreement is otherwise terminated, you may lose your rights to use the Marks.

You agree to follow our rules when using the Marks and not use our name or Mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You may not use the Marks in connection with the sale of any product or service that is not previously authorized by us in writing.

We reserve the right to substitute different trade names, service marks, trademarks and indicia of origin for the Marks if the Marks can no longer be used, or if we determine, in our sole discretion, that substitution will be beneficial to the System. If we do, you agree if requested to discontinue or modify your use of any Mark or use one or more additional or substitute Marks, at your expense. You agree to comply with our directions within the time period prescribed in our notice. We will not be obligated to reimburse you for any expenses or loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

You agree to notify us immediately when you learn about an infringing or challenging use of the Marks. We will take the action we think appropriate, but we are not required to take any action if we do not feel it is warranted. We may require your assistance, but you are not permitted to control any proceeding or litigation relating to our Marks. You agree to not directly or indirectly contest our or our Parent's right to the Marks. We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any Mark and in compliance with your franchise agreement, resulting from claims by third parties that your use of the Marks infringes their trademark, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of your franchise agreement

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringements, oppositions or cancellations; and no pending material litigation involving any of the Marks. We do not know of any infringing uses that could materially affect your use of the Marks. All required affidavits have been filed.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. Although we have not filed an application for copyright registration for the Manuals, we do claim a copyright to the Manuals. During the term of your Franchise Agreement, you are allowed to use our proprietary information relating to the development, marketing and operation of a Soccer 5® Businesses, including, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manuals.

You agree to maintain the confidentiality of all of our proprietary information and use it only in strict accordance with the terms of the Franchise Agreement and the Manuals. You agree to promptly tell us when you learn about unauthorized use of our proprietary information. We are not obligated to act, but will respond to this information as we deem appropriate. You are not permitted to control any proceeding or litigation alleging the unauthorized use of any of our proprietary information. We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of copyrights, in compliance with your franchise agreement, resulting from claims by third parties that your use of the Copyrights infringes their copyright rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of your franchise agreement. There are no infringements that are known by us at this time.

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

We have granted the franchise to you on the assurance that it will be managed by an active owner/operator. Accordingly, you or your principal owner must be actively involved in the management of all aspects of your Soccer 5® Business, or by a manager that we have approved from time to time. Although you may delegate some of your duties under this Agreement to your subordinate managers or employees, you remain fully responsible for your and their performance. You must use your best efforts to ensure your personnel do not cause a breach of this Agreement.

If you are a business entity (e.g., corporation, partnership or limited liability company), each of your owners that are active in the Soccer 5® Business at any time during the Term and any owner must personally guarantee your obligations under the Franchise Agreement and agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement. This includes both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. The form of "**Principal Owner's Guaranty**" is attached as Exhibit "I."

You also agree to complete and deliver to us a "**Principal Owner's Statement**" in the form attached as Exhibit "J," which describes all of your owners and their interests in you.

We have the right to require you to obtain covenants against the use and disclosure of any confidential information and covenants not to compete from your owners, managers and any other employees or agents who have received or will have access to our training or confidential information. All of the required covenants must be in substantially the form attached as Exhibit "L" to this disclosure document.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You agree we have the right to approve all goods and services that you sell at or through your Soccer 5® Business. You agree to offer all goods and services that we require. You may not sell any goods or services that we have disapproved. We have the unrestricted right to change the goods and/or services that you have agreed to sell as part of your Soccer 5® Business at any time in our sole discretion, and you will comply with any such change.

All products and services you use, offer or sell at your Soccer 5® Business will conform to our standards and specifications. These are described in our Manuals and other writings. You must not deviate from our standards and specifications unless we first give you our written consent. You also must comply

with all applicable laws and regulations and secure all governmental approvals for the operation of your Soccer 5® Business.

We may periodically modify System Standards, and any such modifications may obligate you to invest additional capital in your Soccer 5® Business and/or incur higher operating costs. Such modifications will not alter your fundamental status and rights under your franchise agreement. You must comply with all modifications to System Standards within the time period we specify. You must repair, replace or refurbish your equipment, vehicles or trailers to meet our System Standards. In addition to your obligation to maintain all vehicles and equipment to meet our System Standards, you must make any upgrades and replacements of any equipment, computer hardware or software specifications as we require from time to time. We may also periodically require you to renovate the trade dress used on your vehicles, marketing materials, or at your business office. These updates may require you to implement new color schemes, signage, marketing materials or other visual elements. You must adapt to all of these upgrade requirements within 120 days of our notice to you to do so.

All advertising, promotion and marketing will (i) be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time and (ii) conform to such standards and requirements as we may specify to conform to regulatory requirements. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval before you use them.

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
Provision	**Sections in Franchise Agreement ("FA") or Area Development Agreement ("ADA")**	**Summary**
a. Length of the franchise term	FA: Section 2.3 ADA: Section 2	FA: Term is 20 years.
b. Renewal or extension of the term	FA: Sections 2.4 ADA: Section 2	FA: You will have the right to acquire a successor franchise for 2 additional 10-year periods on the terms and conditions of our then-current franchise agreement.
c. Requirements for franchisee to renew or extend	FA: Section 2.4	Renewal means that you can remain as a franchisee after the initial term of your Franchise Agreement expires. Written notice of your intention to renew your franchise agreement in writing at least 180 days prior to expiration of the current term; satisfactorily complete all maintenance or upgrading of required hardware and software, necessary to bring your Business and all equipment into full compliance with our then-current standards and specifications; no breach of your franchise, or any other agreement, with us, our affiliates, our

THE FRANCHISE RELATIONSHIP		
Provision	**Sections in Franchise Agreement ("FA") or Area Development Agreement ("ADA")**	**Summary**
		approved/designated suppliers and vendors; all monetary obligations you owe us, our affiliates, approved/designated suppliers and vendors are current; sign our then-current form of franchise agreement which may have materially different terms and conditions than your original franchise agreement; satisfactorily complete our then-current training requirements and then-current financial qualifications, if any; you and your owners sign a general release; the $10,000 renewal fee was paid 30 days prior to the expiration date of your franchise agreement.
d. Termination by franchisee	None	Not appliable
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	FA: Section 20.1 ADA: Section 7	We can terminate immediately upon notice to you if you default.
g. "Cause" defined - curable defaults	FA: Section 20.2 ADA: Section 7	30 days to cure (a) failure to submit reports when due; (b) failure to make payments to anyone when due; (c) failure to comply with other provision of this Agreement, or any other agreement with us and/or any affiliate of ours, or any specification, standard or operating procedure or rule prescribed by us; (d) repeated payment failures to pay monies when due or submit required reports; (e) any material default; (f) failure to timely comment operations; (g) your failure to personally supervise the day-to-day operations of the Soccer 5® Franchise; (h) failure to employ a sufficient number of qualified, competent personnel as required from time to time; (i) if you conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the Products or Services offered through the System.
h. "Cause" defined - non-curable defaults	FA: Section 20.1 ADA: Section 7	If you: (a) are convicted by a trial court of, plead no contest or enter into a consent decree of any offense that is likely to adversely affect your reputation, our reputation or otherwise involving any breach of trust; or may adversely affect the reputation of the goodwill associated with the Marks or engages in any misconduct which unfavorably affects our or your reputation; (b) any unauthorized assignment of your franchise agreement; (c) any unauthorized use of any Confidential Information; (d) any unauthorized use of the

THE FRANCHISE RELATIONSHIP		
Provision	**Sections in Franchise Agreement ("FA") or Area Development Agreement ("ADA")**	**Summary**
		Marks; (e) insolvency; (f) any misrepresentation or omission); (g) failure to operate the franchised business; (h) failure to complete the initial training program; (i) abandonment; (j) violation of any law pertaining to the operation of the franchised business; (k) repeated more customer complaints; (l) failure to retain any required records; (m) breach of non-disclosure provision pertaining to your franchise agreement; (n) violation of any law, ordinance, or regulation; (o) offer any unauthorized and unapproved products or services; (p) use of unapproved; (q) misuse or unauthorized use the proprietary or approved software, any web page, intranet, or extranet system provided for use in connection with the operation of the Soccer 5® Franchise; ® failure to adhere to our insurance requirements; (s) failure to comply with the Anti-Terrorist provisions of your franchise agreement; (t) you take for your own personal use any assets or property of the Soccer 5® Franchise; or (u) repeated failure to cover a check or EFT payment.
i. Franchisee's obligations on termination/non renewal	FA: Section 20.5 ADA: Section 7	Obligations include complete de-identification, cease use of intellectual property, return of Manuals and all branded materials, return of software, assignment of vendor or supplier contracts, assignment of telephone numbers and directory listings, and payment of amounts due, and assign all venue contracts to us (also see "r" below).
j. Assignment of contract by franchisor	FA: Section 18.1 ADA: Section: 6.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	FA: Section 18.2 ADA: Section 6.2	Includes voluntary or involuntary, direct or indirect, assignment, sale, gift or other disposition of any interest in your franchise agreement, you or your Soccer 5® Business.
l. Franchisor approval of transfer by franchisee	FA: Sections 18.2 and 18.3 ADA: Section 6.2	We have the right to approve all other transfers but will not unreasonably withhold approval.

THE FRANCHISE RELATIONSHIP		
Provision	**Sections in Franchise Agreement ("FA") or Area Development Agreement ("ADA")**	**Summary**
m. Conditions for franchisor approval of transfer	FA: Section 18.3 ADA: Section 6.2	(a) All advertising and promotional materials in connection your offer to sell the franchise have been approved by us; (b) the transferee is approved by us; (c) all amounts owed have been paid; (d) all required reports and statements have been submitted to us; (e) the transferee have agreed to complete our standard training program, at their expense; (f) the transferee has agreed to be bound by all of the terms and conditions of the franchise agreement; (g) the transferee has entered into our then-current form of franchise agreement; (h) the transferee agrees to upgrade the Soccer 5® Franchise to conform to our then-current System Standards; (i) the $9,500 transfer fee is paid; (j) you (and your transferring owners) have signed a general release; (k) we have approved the material terms and conditions of such transfer; (l) you, or your owners, subordinate transferee's obligations to pay you; (m) you and your transferring owners have signed a non-competition covenant in favor of us and the transferee; (n) complete de-identification by you and your transferring owners; and (o) you and your transferring owners have agreed that you will provide guidance and support related to existing Customers, venues, officials, personnel, marketing, and compliance of System Standards at the discretion of the transferee for a period amounting to the longer of (i) 60 days from the date of the transfer, or (ii) the first three (3) weeks of first season operated by transferee. We have waived our right of first refusal.
n. Franchisor's right of first refusal to acquire franchisee's business	FA: Section 18.8 ADA: Section 6.5	We have the right to match any bona fide, arms-length offer for your Soccer 5® Business.
o. Franchisor's option to purchase franchisee's business	None	None
p. Death or disability of franchisee	Sections 18.5 & 18.6 ADA: Section 6.4	Franchise must be assigned by estate to an assignee in compliance with conditions for other transfers not less than 1 month but not more than 6 months from the date of death or disability. A qualified manager must be appointed within 15 days of death of disability. We may designate a manager to operate the Business prior to transfer.

THE FRANCHISE RELATIONSHIP		
Provision	**Sections in Franchise Agreement ("FA") or Area Development Agreement ("ADA")**	**Summary**
q. Non-competition covenants during the term of the franchise	FA: Section 19.5 - 19.8 ADA: Not appliable	No involvement in competing Business (i) within your Network Area; (ii) within any geographic territory that we have assigned to any one of our other Soccer 5® Businesses, employees, or Franchisees, or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within 40 miles of any geographic area that we have awarded to any other Soccer 5® Business and comply with non-solicitation and non-disclosure covenants.
r. Non-competition covenants after the franchise is terminated or expires	FA: Section 19.5 - 19.8 ADA: Not appliable	No involvement in competing Business (i) within your Network Area; (ii) within any geographic territory that we have assigned to any one of our other Soccer 5® Businesses, employees, or Franchisees, or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within 40 miles of any geographic area that we have awarded to any other Soccer 5® Business and comply with non-solicitation and non-disclosure covenants.
s. Modification of the agreement	FA: Sections 9.1 and 24.13 ADA: Section 10.6	Requires writing signed by both parties (except for unilateral changes to Manuals or unilateral reduction of scope of restrictive covenants by us). Other modifications primarily to comply with various states laws.
t. Integration/merger clause	FA: Section 24.13 ADA: Section 10.6	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA: Section 25 ADA: Section 8	All disputes must first be submitted to non-binding mediation.
v. Choice of forum	FA: Section 24.8 ADA: Section 10	All litigation must take place in county where we maintain our principal place of business (currently, Miami-Dade County, Florida) at the time the dispute arises (subject to applicable law).
w. Choice of law	FA: Section 24.7 ADA: Section 10	Florida law (subject to applicable law).

Please refer to any disclosure addenda and contractual amendments appended to this disclosure document or the Franchise Agreement for additional terms that may be required under applicable state law. Please note, however, that if you would not otherwise be covered under those state laws by their own terms, then you will not be covered merely because we have given you an addendum or rider that describes the provisions of those state laws.

ITEM 18. PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

As of the date of this Disclosure Document, we do not have any franchisees, and have six affiliate-owned Soccer 5® Businesses. The following tables show actual historical gross sales data regarding five of the six (83.3%) of our affiliate-owned Soccer 5® Businesses, each of which was open for the full 12-month period ending December 31, 2023 (the "**2023 Measurement Period**"). We have excluded from this Item 19 data related to our one affiliate-owned unit that opened in 2023 and therefore does not have a full 12 months or more of operating history as of December 31, 2023.

This historical data was compiled using the unaudited financial reports provided to us by our affiliate. The reports are provided to us on a cash accounting basis. We do not directly operate the affiliate-owned Soccer 5® Businesses; they are operated by our affiliate, which is under common ownership and control with us. The characteristics of the affiliate-owned Soccer 5® Businesses are not materially different from the franchises we offer for sale.

The following Table 1 displays certain general characteristics of the 5 affiliate-owned Soccer 5® Businesses whose gross sales data is disclosed in this Item 19.

Table 1
Affiliate-Owned Unit Characteristics

Location	Year Opened	Square Footage	# of Fields	Hours of operation
KSP	2010	45,000	5	5PM through 12AM
Tropical	2014	40,000	4	5PM through 12AM
Hialeah	2015	40,000	4	5PM through 12AM
BPP	2021	35,000	4	5PM through 12AM
JPP	2022	70,000	6	5PM through 12AM

Item 19 continues on the following page.

The following Table 2a displays Gross Sales, Gross Profit, certain Disclosed Expenses, and Gross Profit Less Disclosed Expenses and Franchise Related Expenses, for each of the two affiliate-owned Soccer 5® Businesses that operates with 4 soccer fields.

Table 2a
Results of Our Affiliate-Owned Outlet with 4 Fields

		Tropical		Hialeah	
		2023 Measurement Period		**2023 Measurement Period**	
		Amount	**Percentage of Gross Sales**	**Amount**	**Percentage of Gross Sales**
Gross Sales		**$ 1,216,703**	**100%**	**$ 869,970**	**100%**
Less	Cost of Services Provided:				
	Direct Labor	$ 254,000	20.88%	$ 223,043	25.64%
	Cost of Goods Sold	$ 148,936	12.24%	$ 86,332	9.92%
	Total Cost of Services Provided	$ 402,936	33.12%	$ 309,375	35.56%
Gross Profit		**$ 813,767**	**66.88%**	**$ 560,595**	**64.44%**
Less					
Disclosed Expenses:					
	Occupancy Expense	$ 132,806	10.92%	$ 68,639	7.89%
	Managerial Salaries	$ 132,000	10.85%	$ 96,000	11.03%
	Merchant Processing and Bank fees	$ 104,784	8.61%	$ 78,332	9.00%
	Insurance Expense	$ 12,027	0.99%	$ 9,872	1.13%
	Advertising and Marketing	$ 11,013	0.91%	$ 13,721	1.58%
	Communications Expense	$ 10,129	0.83%	$ 9,733	1.12%
	Equipment Replacement	$ 22,997	1.89%	$ 11,217	1.29%
	Office Expenses	$ 13,127	1.08%	$ 11,027	1.27%
	Security Expense	$ -	0.00%	$ -	0.00%
	Royalty	$ 85,169	7.00%	$ 60,898	7.00%
	Brand Fund	$ 12,167	1.00%	$ 8,700	1.00%
	Technology Fee	$ 6,000	0.49%	$ 6,000	0.69%
	All Other Expenses	$ 24,000	1.97%	$ 12,000	1.38%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 247,548**	**20.35%**	**$ 174,456**	**20.05%**

The following Table 2b displays Gross Sales, Gross Profit, certain Disclosed Expenses, and Gross Profit Less Disclosed Expenses and Franchise Related Expenses, for each of the two affiliate-owned Soccer 5® Businesses that operates with 5 soccer fields.

Table 2b
Results of Our Affiliate-Owned Outlet with 5 Fields

		KSP		BPP	
		2023 Measurement Period		2023 Measurement Period	
		Amount	Percentage of Gross Sales	Amount	Percentage of Gross Sales
Gross Sales		**$ 1,640,354**	**100.00%**	**$ 945,544**	**100.00%**
Less	Cost of Services Provided:				
	Direct Labor	$ 352,019	21.46%	$ 155,464	16.44%
	Cost of Goods Sold	$ 131,915	8.04%	$ 66,527	7.04%
	Total Cost of Services Provided	$ 483,934	29.50%	$ 221,991	23.48%
Gross Profit		**$ 1,156,420**	**70.50%**	**$ 723,553**	**76.52%**
Less					
Disclosed Expenses:					
	Occupancy Expense	$ 196,585	11.98%	$ 96,218	10.18%
	Managerial Salaries	$ 168,000	10.24%	$ 120,000	12.69%
	Merchant Processing and Bank fees	$ 148,585	9.06%	$ 82,623	8.74%
	Insurance Expense	$ 14,383	0.88%	$ 13,114	1.39%
	Advertising and Marketing	$ 27,323	1.67%	$ 12,702	1.34%
	Communications Expense	$ 12,209	0.74%	$ 11,113	1.18%
	Equipment Replacement	$ 25,023	1.53%	$ 21,092	2.23%
	Office Expenses	$ 14,673	0.89%	$ 13,207	1.40%
	Security Expense	$ -	0.00%	$ 38,772	4.10%
	Royalty	$ 114,825	7.00%	$ 66,188	7.00%
	Brand Fund	$ 16,404	1.00%	$ 9,455	1.00%
	Technology Fee	$ 6,000	0.37%	$ 6,000	0.63%
	All Other Expenses	$ 24,000	1.46%	$ 24,000	2.54%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 388,411**	**23.68%**	**$ 209,068**	**22.11%**

The following Table 2c displays Gross Sales, Gross Profit, certain Disclosed Expenses, and Gross Profit Less Disclosed Expenses and Franchise Related Expenses, for the one affiliate-owned Soccer 5® Business that operates with 6 soccer fields.

Table 2c

Results of Our Affiliate-Owned Outlet with 6 Fields

		JPP	
		2023 Measurement Period	
		Amount	**Percentage of Gross Sales**
Gross Sales		**$ 1,627,521**	**100%**
Less	Cost of Services Provided:		
	Direct Labor	$ 216,522	13.30%
	Cost of Goods Sold*	$ 4,125	0.25%
	Total Cost of Services Provided	$ 220,647	13.56%
Gross Profit		**$ 1,406,874**	**86.44%**
Less			
Disclosed Expenses:			
	Occupancy Expense	$ 184,202	11.32%
	Managerial Salaries	$ 192,000	11.80%
	Merchant Processing and Bank fees	$ 146,477	9.00%
	Insurance Expense	$ 15,117	0.93%
	Advertising and Marketing	$ 17,539	1.08%
	Communications Expense	$ 9,224	0.57%
	Equipment Replacement	$ 23,112	1.42%
	Office Expenses	$ 17,909	1.10%
	Security Expense	$ 62,311	3.83%
	Royalty	$ 113,926	7.00%
	Brand Fund	$ 16,275	1.00%
	Technology Fee	$ 6,000	0.37%
	All Other Expenses	$ 24,000	1.47%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 578,781**	**35.56%**

* Costs of Good Sold are lower for this outlet because food and beverage services are outsourced to a third party. Franchisees may likewise outsource food and beverage services provided that their service provider meets our specifications and standards.

The following Tables 3a, 3b and 3c display Gross Sales data for the 5 affiliate-owned Soccer 5® Businesses, broken down into the categories of Field Rental fees, Concessions and Academy Registration fees.

Table 3a displays this Gross Sales data for the 2 affiliate-owned Soccer 5® Businesses with 4 fields, Table 3b displays this Gross Sales data for the 2 affiliate-owned Soccer 5® Businesses with 5 fields, and Table 3c displays this Gross Sales data for the 1 affiliate-owned Soccer 5® Business with 6 fields.

Table 3a	**Sales by Category of Affiliate-owned units with 4 fields**			
Location	**Field Rental**	**Concessions**	**Academy Registrations**	**Gross Sales**
Tropical	$841,682	$138,488	$236,533	$1,216,703
Hialeah	$432,042	$154,184	$283,744	$ 869,970

Table 3b	**Sales by Category of Affiliate-owned units with 5 fields**			
Location	**Field Rental**	**Concessions**	**Academy Registrations**	**Gross Sales**
KSP	$1,138,066	$229,021	$273,267	$1,640,354
BPP	$645,869	$154,572	$145,103	$945,544

Table 3c	**Sales by Category of Affiliate-owned units with 6 fields**			
Location	**Field Rental**	**Concessions**	**Academy Registrations**	**Gross Sales**
JPP	$1,537,502	$61,774	$28,245	$1,627,521

Item 19 continues on the following page.

The following Tables 4a, 4b and 4c display Field Rental Gross Sales data for the 5 affiliate-owned Soccer 5® Businesses, broken down by 3 field types: (1) 7v7; (2) 6v6; and (3) 5v5.

Table 4a displays this Gross Sales data for the 2 affiliate-owned Soccer 5® Businesses with 4 fields, Table 4b displays this Gross Sales data for the 2 affiliate-owned Soccer 5® Businesses with 5 fields, and Table 4c displays this Gross Sales data for the 1 affiliate-owned Soccer 5® Business with 6 fields.

Table 4a Affiliate-Owned Sales by Field Type For Locations with 4 Fields					
Tropical			**Hialeah**		
Field Types	**Sales By Field**	**% of Sales**	**Field Types**	**Sales By Field**	**% of Sales**
1 (7v7)	$ 268,160	31.86%	1 (7v7)	$ 115,658	26.77%
2 (7v7)	$ 218,585	25.97%	2 (7v7)	$ 122,052	28.25%
3 (6v6)	$ 192,914	22.92%	3 (6v6)	$ 100,839	23.34%
4 (5v5)	$ 162,024	19.25%	4 (5v5)	$ 93,494	21.64%
Total	$ 841,682	100.00%	Total	$ 432,042	100.00%
Average	$ 210,421	25.00%	Average	$ 108,011	25.00%
High	$ 268,160	127.44%	High	$ 122,052	28.25%
Low	$ 162,024	77.00%	Low	$ 93,494	21.64%
Median	$ 205,749	97.78%	Median	$ 108,248	25.06%

Table 4b Affiliate-Owned Sales by Field Type For Locations with 5 Fields					
KSP			**BPP**		
Field Types	**Sales By Field**	**% of Sales**	**Field Types**	**Sales By Field**	**% of Sales**
1 (7v7)	$ 228,979	20.12%	1 (6V6)	$ 133,759	20.71%
2 (7v7)	$ 250,375	22.00%	2 (6V6)	$ 114,060	17.66%
3 (6v6)	$ 259,593	22.81%	3 (6V6)	$ 112,769	17.46%
4 (6v6)	$ 199,048	17.49%	4 (7V7)	$ 226,635	35.09%
5(6V6)	$ 200,072	17.58%	5 (9V9)	$ 58,645	9.08%
Total	$ 1,138,066	100.00%	Total	$ 645,869	100.00%
Average	$ 379,355	33.33%	Average	$ 129,174	20.00%
High	$ 259,593	22.81%	High	$ 226,635	35.09%
Low	$ 199,048	17.49%	Low	$ 58,645	9.08%
Median	$ 228,979	20.12%	Median	$ 114,060	17.66%

Table 4c Affiliate-Owned Sales by Field Type For Locations with 6 Fields		
JPP		
Field Types	**Sales By Field**	**% of Sales**
1 (7V7)	$ 300,428	19.54%
2 (7V7)	$ 286,437	18.63%
3 (7V7)	$ 273,214	17.77%
4 (7V7)	$ 281,670	18.32%
5 (5V5)	$ 199,260	12.96%
6 (5V5)	$ 196,493	12.78%
Total	$ 1,537,502	100.00%
Average	$ 256,250	100.00%
High	$ 300,428	19.54%
Low	$ 196,493	12.78%
Median	$ 277,442	18.05%

Item 19 continues on the following page.

Notes to Item 19:

Some outlets have sold and earned these amounts. Your individual results may differ. There is no assurance that you'll sell or earn as much.

Written substantiation for the representations made in this Item 19 will be made available to you upon reasonable request.

"Gross Sales" means all monies received from the operation of each Soccer 5® Business from any source whatsoever, excluding sales taxes and tips.

"Disclosed Expenses" include many of the kinds of expenses you might incur when operating a Soccer 5® Business. However, Disclosed Expenses do not necessarily reflect all costs or expenses that must be deducted from the Gross Sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business.

"Franchisee Related Expenses" are fees and expenses that are not currently incurred by affiliate-owned Soccer 5® Businesses, but will be incurred by franchisees. These fees and expenses are: the 7% royalty fee, 1% National Brand Fund Contribution, and the $500 per month Technology Fee. The annual royalty fee and brand development fund contribution amounts were calculated by multiplying the applicable percentage (either 7% or 1%) by Gross Sales. The technology fee was calculated by multiplying $500 per month by 12 months.

Other than the foregoing, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Scott Georgeson, Co-Founder, 8011 SW 127 Ave, Miami, Florida 33183 and telephone number (305) 365-9855, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

We were formed on January 12, 2016, and started offering franchises on the issuance date of this disclosure document. We have no franchise history to report before the date of this disclosure document.

Table No. 1
System-Wide Summary Outlet for Years Ending December 31, 2021, 2022 and 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned*	2021	3	4	+1
	2022	4	5	+1
	2023	5	6	+1
Total Outlets	**2021**	**3**	**4**	**+1**
	2022	**4**	**5**	**+1**
	2023	**5**	**6**	**+1**

*Owned and operated by our affiliate Soccer 5 USA.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other Than the Franchisor) for Years Ending December 31, 2021, 2022 and 2023

State	Year	Number of Transfers
All States	2021	0
	2022	0
	2023	0
Total	**2021**	0
	2022	0
	2023	**0**

Table No. 3
Status of Franchised Outlets For Years Ending December 31, 2021, 2022 and 2023

State	Year	Outlets[(1)] at Start of Year	Outlets[(1)] Opened	Terming-actions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets[(1)] at End of Year
Florida	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Totals	**2021**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 4
Status of Company-Owned Outlets
For Years Ending December 31, 2021, 2022 and 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida*	2021	3	1	0	0	0	4
	2022	4	1	0	0	0	5
	2023	5	1	0	0	0	6
Totals	**2021**	**3**	**1**	**0**	**0**	**0**	**4**
	2022	**4**	**1**	**0**	**0**	**0**	**5**
	2023	**5**	**1**	**0**	**0**	**0**	**6**

*Owned and operated by our affiliate Soccer 5 USA.

Table No. 5
Projected Openings as at December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2024)	Projected New Company-Owned Outlets in the Next Fiscal Year (2024)
All states	0	0	0
Total	**0**	**0**	**0**

The name, address and telephone number of the current franchisee as of the date of this disclosure document are listed in Exhibit "M."

The name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of the 0 franchisees who, in our most recent full fiscal year: (a) had an outlet terminated, cancelled, or not renewed; (b) otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement, as applicable; or (c) who has not communicated with us within 10 weeks of the issuance date of this disclosure document, are listed in Exhibit "N."

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We are not offering any existing franchised outlets to prospective franchisees, including those that either have been reacquired by us or are still being operated by current franchisees pending a transfer. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no (i) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed; or (ii) independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Our audited Balance Sheet as of February 13, 2024 and our unaudited financial statements as of December 31, 2024 are attached to this disclosure document as Exhibit "D." Since we began franchising on July 1, 2023, we have not been offering franchises for 3 years or more and cannot include all the financial statements required by the FTC Rule for our last 3 fiscal years.

ITEM 22. CONTRACTS

Attached to this disclosure document (or the Franchise Agreement attached to this disclosure document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibit "A"	Franchise Agreement
Exhibit "B"	Area Development Agreement
Exhibit "C"	Constructive Group LLC Consulting Agreement
Exhibit "H"	General Release
Exhibit "I"	Principal Owner's Guaranty
Exhibit "J"	Principal Owner's Statement
Exhibit "K"	Conditional Assignment of Telephone Numbers and Listings and Internet Addresses
Exhibit "L"	Confidentiality, Nonsolicitation and Noncompetition Agreement
Exhibit "O"	Franchise Compliance Certificate

ITEM 23. RECEIPTS

Exhibit "Q" to this disclosure document are detachable receipts. You are to sign both, keep one copy and return the other copy to us.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

SOCCER 5® USA TERRITORY

FRANCHISE AGREEMENT

AGREEMENT DATE

NAME OF FRANCHISEE

SITE LOCATION:

ADDRESS OF FRANCHISEE:

SOCCER 5
Get in The Game

TABLE OF CONTENTS

1. INTRODUCTION 1
1.1 Soccer 5® Franchise 1
1.2 Acknowledgments 2
1.3 No. Warranties 3
1.4 Delegation of Performance 3
1.5 Business Organization 3
2. GRANT, TERM AND LOCATION 4
2.1 Grant and Acceptance 4
2.2 Location 4
2.3 Term 4
2.4 Renewal 4
2.5 Full Term Performance 5
3. TERRITORIAL RIGHTS AND RESTRICTIONS 5
3.1 Exclusivity / Restrictions 5
3.2 Rights We Reserve 6
3.3 Territorial Rights 6
3.4 Other Channels of Distribution 6
3.5 Minimum Performance Standard 7
4. SITE SELECTION AND DEVELOPMENT 7
4.1 Site Selection 7
4.2 Lease of Site 8
4.3 Lease Acceptance 8
4.4 Mandatory Lease Terms 8
4.5 Site 9
4.6 Ownership and Financing 9
4.7 Relocation 10
4.8 Pre-Opening Termination 10
5. FEES AND PAYMENT 10
5.1 Franchise Fee 10
5.2 Discount on Initial Fees 10

5.3 No Financing by Us 10
5.4 Payment Terms 10
5.5 Royalty Fees 10
5.6 Definition of "Network Revenues." 10
5.7 National Brand Fund Contributions 10
5.8 Design and Project Support Fees ..... **Error! Bookmark not defined.**
5.9 Pre Start Up Training Expenses 11
5.10 Marketing Fee 11
5.11 Late Report Fee 11
5.12 Manual Replacement Fee 11
5.13 Network Revenue Reports 11
5.14 Manner of Payment 11
5.15 Insufficient Funds Fee 12
5.16 Interest on Late Payments 12
5.17 Late Charges and Non-Compliance Fines 12
6. TRAINING & FIELD VISIT 12
6.1 Phase I (Miami HQ) Training 12
6.2 Additional Phase Training 13
6.3 Additional or Periodic Training 13
6.4 Additional Assistance 13
6.5 Annual Conference 13
6.6 Other Training 14
7. EVENT PERSONNEL 14
7.1 Personnel Development 14
7.2 Compensation 14
7.3 Staff Confidentiality Agreements 14
7.4 Indemnification 14
7.5 Other Agreements 15
8. BUSINESS EXPENSES 15
9. MANUALS AND GUIDANCE 15
9.1 Manual 15
9.2 Guidance and Assistance 16
9.3 Approved Equipment and Supplies 17
9.4 Approved Supplier Program(s) 17
9.5 Suggested Retail Prices 17

10. SYSTEM TECHNOLOGIES 17
10.1 Computer System; Mobile Phone 17
10.2 Software License 18
10.3 No Reverse Engineering 19
10.4 Reservation of Rights 19
10.5 Ownership 19
10.6 Protection from Unauthorized Use 19
10.7 Computer System Updates and Support Services 19
10.8 Your Responsibility 20
10.9 Discontinuation of Use 20
10.10 Warranty Limitations 20
10.11 Websites And E-Commerce. 21
10.12 Booking Application. 22
11. MARKS AND COPYRIGHTS 22
11.1 Ownership and Goodwill 22
11.2 Additional Marks 22
11.3 Limitations on Use 22
11.4 Infringements and Claims 23
11.5 Discontinuance of Use 23
11.6 Consent 23
12. DUTIES AND RESPONSIBILITIES 23
12.1 Solicitation 23
12.2 Sales Methods 23
12.3 Record Keeping 24
12.4 Access to Facilities 24
12.5 Marketing Support 24
12.6 Delegation 24
12.7 Collections 24
12.8 Liability Insurance 24
12.9 Compliance with Laws and Good Business Practices 25
12.10 Required Telephone Numbers 25
12.11 Time to Commence Business 25
12.12 Authorized Products and Services 25
12.13 Operations. 26

13. ADVERTISING AND PROMOTION 26
13.1 Generally 26
13.2 Local Advertising and Promotion 26
13.3 Grand Opening Advertising 26
13.4 National Brand Fund 27
13.5 Use of the Funds 27
13.6 Accounting for the National Brand Fund 27
13.7 National Brand Fund Limitations 27
13.8 Telephone Directory Advertisements 28
14. CUSTOMER SERVICE 28
15. RELATIONSHIP OF THE PARTIES 28
15.1 Independent Contractors 28
15.2 Safety 28
15.3 Taxes 28
16. INDEMNIFICATION 29
16.1 By You 29
16.2 Contribution 29
16.3 Survival 29
16.4 Defense Costs 29
17. REPORTS, FINANCIAL STATEMENTS, INSPECTIONS AND AUDITS 29
17.1 Our Right to Inspect the Soccer 5® Franchise 29
17.2 Our Right to Audit 30
17.3 Books and Records 30
18. TRANSFER 30
18.1 By Us 30
18.2 By You 30
18.3 Conditions for Approval of Transfer 31
18.4 Transfer to a Business Entity 32
18.5 Transfer Upon Death or Disability 33
18.6 Operation Upon Death or Disability 33
18.7 Effect of Consent to Transfer 33
18.8 Our Right of First Refusal 34
19. RESTRICTIVE COVENANTS 35
19.1 Confidential Information 35
19.2 Restrictions On Use 35

19.3 Notices 35
19.4 Return 35
19.5 Competitive Activities 35
19.6 Injunction 36
19.7 Extension of Time Period 36
19.8 Suspension of Compensation 36
20. TERMINATION 36
20.1 Immediate/By Us 36
20.2 Notice/By Us 39
20.3 Cross Defaults, Non-Exclusive Remedies, etc. 40
20.4 Step-in Rights 40
20.5 Obligations Upon Termination 40
20.6 Liquidated Damages 41
20.7 Survival 41
21. NOTICES. 41
21.1 Notices 41
21.2 Electronic Mail 42
22. NO GUARANTIES 42
23. REPRESENTATIONS 43
24. ENFORCEMENT. 43
24.1 Severability; Substitution of Valid Provisions 43
24.2 Waivers 44
24.3 Limitation of Liability 44
24.4 Approval and Consents 44
24.5 Waiver of Punitive Damages 44
24.6 Limitations of Claims 44
24.7 Governing Law 44
24.8 Jurisdiction 45
24.9 Waiver of Jury Trial 45
24.10 Cumulative Remedies 45
24.11 Costs and Attorneys' Fees 45
24.12 Binding Effect 45
24.13 Entire Agreement 45
24.14 No Liability to Others; No Other Beneficiaries 45
24.15 Construction 45

24.16 Certain Definitions 46
24.17 Timing is of the Essence 46
25. DISPUTE RESOLUTION 46
25.1 Mediation 46
25.2 Survival 46
26. COMPLIANCE WITH ANTI-TERRORISM LAWS 46

EXHIBITS:

A Local Territory 5 mile radius map
B 10 Year Budget
C Index of Defined Terms

SOCCER 5®
TERRITORY FRANCHISE AGREEMENT

THIS TERRITORY FRANCHISE AGREEMENT (this "**Agreement**") is effective as of _____ (the "**Agreement Date**"), between **SOCCER 5 FRANCHISE LLC**, a Florida limited liability company ("**we**," "**us**" or "**our**"), whose principal place of business is located at 8011 SW 127 Avenue, Miami, Florida 33183, and_____ ("**you**" or "**your**"), whose address is_____ _____ (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**").

1. **INTRODUCTION**

1.1 ***Soccer 5® Franchise***. We, our principals and affiliates have expended a considerable amount of time, effort, and money to develop a unique system for establishing and operating business providing state of the art custom built 5G small sided soccer fields within secure perimeter outfield and indoor areas where adults and youth recreational sports games, leagues, camps, tournaments, sport clinics, child development, after-school programs, social activities, products and related services (each a "**Soccer 5® Franchise**" or collectively, "**Soccer 5® Franchises**"). We are in the business of granting franchises to operate Soccer 5® Franchises. Soccer 5® Franchises sell, render, perform or provide Adult and Youth amateur soccer leagues, social games, pickup games, camps, tournaments, clinics, child development, after-school programs, social activities, sport related training programs, and related services that we designate or approve (as applicable, the "**Services**") and market and sell to Adults and Youths, as we designate, related products that we designate or approve, like uniforms, jerseys, t-shirts, jackets, shorts, trophies, medals/pins, awards, hats, caps, sporting equipment, and supplies, apparel, beverages and food, and other products we designate or approve from time to time (the "**Products**").

Soccer 5® Franchises use our distinctive formats, methods, policies, procedures, league systems, standards, specifications, information, e-commerce systems, methods for affiliation with public and private sector organizations, the computer system and software that are required for use in connection with a Soccer 5® Franchise (including proprietary mobile application software) (the "**Computer System**" and the "**Software**," respectively), automated registration program, training and business relationships, all of which we, in our sole judgment, may change, alter, amend, further improve, discontinue, develop or otherwise modify from time to time (collectively, the "**System**"). We own, use, promote and license, or may own use, license or promote certain trade names, trademarks, service marks, including, without limitation, the trademark "Soccer 5®," and logos, designs, and artwork in connection with the System (collectively, the "**Marks**"). Soccer 5® Franchises also utilize, in a manner we designate or approve, certain materials and other ideas and information presented or reduced in or to tangible form that we designate, approve, or provide (e.g., software, writings, sound, compositions, pictures, drawings, calendars, league rules, codes, sporting and event calendars, posters, artwork, websites, designs and the like), which we have sought or may seek copyright protection in or to (the "**Copyrights**").

We may in the future, at any time, register, develop, change, cancel, alter, amend, further improve, discontinue, enhance or modify certain aspects of the System, the Marks or Copyrights, and we may create, use and license additional copyrights, trademarks, service marks, logos, designs, artwork, e-names and other commercial symbols in conjunction with the operation of Soccer 5® Franchises, which we may deem to be included as part of the Marks or the Copyrights.

You want to acquire the right to operate a Soccer 5® Franchise, using the System, the Copyrights and the Marks, and act as our independent representative, to market, sell or distribute the Products and to market, sell, provide, render or perform the Services for participants, purchasers and others we identify

and target from time to time (the "**Customers**") primarily in connection with events or activities of the type, or relating to amateur Adult and Youth sports leagues, camps, tournaments, sports clinics, child development, afterschool programs, social activities, games, training or conditioning programs and, other recreational leagues, sporting or social events, camps, clinics, child development, tournaments and the like that we designate or approve in connection with the sale or distribution of the Products or the Services (collectively, the "**Events**"). We limit the number and type of sports authorized for such Events (and the Products and Services associated with them), when a sport may be offered, and the type of Customers you may offer them to. We grant to persons who meet our qualifications and are willing to undertake the investment and effort, the right to own and operate a Soccer 5® Franchise using the System, the Copyrights and the Marks.

Individuals under the age of 18 are referred to as **"Youth Customers**" and 18 or older are referred to as "**Adult Customers.**" The business you conduct as a Soccer 5® Franchise is referred to as your "**Franchised Business**" or your "**Soccer 5® Franchise**." You recognize our legitimate business interest in preserving the Customer base for the Products and the Services and the associated Customer goodwill, as well as our relationships with other Soccer 5® Franchises, suppliers, Customer-affiliated organizations, designees or affiliates.

This Agreement contains the terms and conditions of your performance as one of our Soccer 5®Franchisees and our obligations to you.

1.2 ***Acknowledgments***. This Agreement is being presented to you because you expressed the desire to own and operate a Soccer 5® Franchise. You understand that the terms of this Agreement are reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at all Soccer 5® Franchisees, and to protect and preserve the goodwill of the Marks, the Copyrights and the System. In signing this Agreement, you acknowledge:

(a) That all statements you have made and all materials you have submitted to us in connection with your purchase of the franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise;

(b) the importance of operating your Soccer 5® Franchise in strict conformity with our standards;

(c) that you have conducted an independent investigation of your Soccer 5® Franchise and recognize that, like any other businesses, its nature may evolve and change over time;

(d) that an investment in a Soccer 5® Franchise involves business risks;

(e) that the success of this business venture is primarily dependent on your business abilities and efforts;

(f) in all of their dealings with you, our officers, directors, employees and agents acted only in their representative, not in an individual, capacity. All business dealings between you and us and such persons in connection with entering into or as a result of this Agreement are solely between you and us;

(g) any information you acquire from other Soccer 5® Franchises relating to their sales, profits or cash flows does not constitute information obtained from us, nor do we make any representation as to the accuracy of such information;

(h) we have advised you to have this Agreement and our Disclosure Document reviewed and explained to you by an attorney and your business advisors.

1.3 ***No. Warranties***. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of Soccer 5® franchises. You acknowledge and understand the following:

(a) any statement regarding the potential or probable revenues, sales or profits of the business venture are made solely in the Franchise Disclosure Document (if any) delivered to you prior to signing this Agreement;

(b) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing Soccer 5® franchises owned by us or our affiliates or that is not contained in our Franchise Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately; and

(c) you have not received or relied on any representations about us or our franchising program or policies made by us, or our officers, directors, employees or agents, that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement. If there are any exceptions to any of the foregoing, you must: (i) immediately notify our chief executive officer; and (ii) note such exceptions by attaching a statement of exceptions to this Agreement prior to signing it.

1.4 ***Delegation of Performance***. We may delegate the performance of any portion or all of our obligations under this Agreement to third parties, whether they are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third parties will be obligated to perform the delegated functions for you in compliance with this Agreement.

1.5 ***Business Organization***. If you are at any time a business organization (a "**Business Entity**") (like a corporation, limited liability company or partnership) you agree and represent that:

(a) you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(b) your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

(c) the Principal Owners Statement will completely and accurately describe all of your owners and their interests in you. A copy of our current form of Principal Owners Statement is attached to the Franchise Disclosure Document;

(d) you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval);

(e) each of your owners during the term of this Agreement will sign and deliver to us our standard form of Principal Owners Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owners Guaranty is attached to the Franchise Disclosure Document;

(f) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements). Your organizational structure and governing documents must be acceptable to us and contain terms and provisions to prevent management deadlocks and resolve disputes among your shareholders or owners with minimal disruption to your business operations; and

(g) during the Term, one of your owners will maintain a controlling ownership interest in the Business Entity, with authority to make operational decisions that are binding on you.

2. GRANT, TERM AND LOCATION

2.1 ***Grant and Acceptance***. We hereby grant to you, upon the express terms and conditions contained in this Agreement, and you hereby accept, during the Term, a franchise for the right to own and operate 1 Soccer 5® Franchise using the System, the Marks, and the Copyrights in accordance with our System Standards, to market, sell and distribute the Products and to market, sell, perform, render or provide the Services for the type of Customers, and for the type of soccer we designate located where the Services will be rendered, provided or performed within or where the Products will be delivered in the marketing areas identified in the data sheet to this Agreement (the "**Network Area**"). You agree and acknowledge that, in the event the composition of 1 or more or shared zip codes comprising the Network Area is modified by the United States Postal Service or similar agency, then we will have the right to modify the description of your Network Area to the extent necessary to ensure that the original delineation of the boundaries of your Network Area remain unchanged.

2.2 ***Location***. You must locate the offices of your Soccer 5® Franchise within your Network Area unless otherwise approved by us and you must not sell, provide, render or distribute the Products or provide the Services outside of your Network Area without our prior written consent.

2.3 ***Term***. Your grant to own and operate as a Soccer 5® Franchise begins on the Agreement Date and ends on the 10th anniversary of the Agreement Date (the "**Term**"), unless sooner terminated pursuant to this Agreement. The word "Term" means the initial time period and any renewal or extension of that time period, unless the context is otherwise.

2.4 ***Renewal***. You have the right to renew this Agreement for 2 additional 10-year periods, provided you have met the following conditions:

(a) You have notified us of your intention to renew this Agreement in writing at least 180 days prior to expiration of the current term;

(b) You have completed, to our satisfaction, prior to the expiration of the then-current term, all maintenance or upgrading of required hardware and software, necessary to bring the Soccer 5® Franchise and all equipment into full compliance with our then-current System standards and specifications;

(c) You are not in breach of any provision of this Agreement, or any other agreement between you and us, our affiliates, our approved/designated suppliers and vendors, and you have substantially complied with all such agreements during their respective terms;

(d) You have satisfied all monetary obligations you owe us, our affiliates, approved/designated suppliers and vendors;

(e) You execute our then-current form of Territory Franchise Agreement, the terms of which may vary substantially from the terms of this Agreement and may include, without limitation, increased royalty fees and advertising obligations;

(f) You satisfy our then-current training requirements and then-current financial qualifications for renewing franchisees at your sole expense, as of the date of such renewal, if any;

(g) You and your owners sign a general release within 60 days after their delivery to you, in the form we prescribe in favor of us and our affiliates, shareholders, officers, directors, employees, agents, successors and assigns, for all claims arising out of or related to this Agreement or any related agreements with us or our affiliates. The release will not be inconsistent with any applicable state statute regulating franchises; and

(h) You pay a renewal fee equal to 25% of our then-current initial franchise fee no later than 30 days prior to the expiration date of this Agreement. In addition, we have the right to charge you for services we render to you and expenses we incur in conjunction with the grant of a renewal. Payment of those charges is due upon your receipt of our invoice.

2.5 ***Full Term Performance***. You agree to perform your obligations under this Agreement faithfully and honestly, and to continuously exert your best efforts to promote and enhance your Soccer 5® Franchise and the System, for the full term of this Agreement. Furthermore, you agree not to engage in any other business or activity that may conflict with your obligations under this Agreement. You must not offer any other line of business, services or products without our prior written consent. Unless otherwise permitted by us to not do so, either (a) you or (b) the individual you have designated to manage the day to-day business operations of your Soccer 5® Franchise and that we have approved in writing (your "**General Manager**"), must actively operate the Soccer 5® Franchise on a "full-time" basis consisting of normal business hours. You may use the Marks, the Copyrights and the System only for purposes of operating as a Soccer 5® Franchise for the marketing and sale of, and to perform, render, provide or distribute, the Products and the Services in accordance with this Agreement and our System Standards.

3. TERRITORIAL RIGHTS AND RESTRICTIONS

3.1 ***Exclusivity / Restrictions***. During the Term of this Agreement, we will not own or operate, or license a third party the right to own or operate, another Soccer 5® Franchise offering any of the Authorized Soccer or Sports you are authorized to offer, within your Network Area. We will not provide,

or license a third party the right to provide, any Authorized Soccer or Sports at any location within your Network Area. You agree and acknowledge that any Customers residing or otherwise located within your Network Area may elect to participate in any Authorized Soccer or Sports or Events at any location, whether inside or outside of your Network Area. Unless you obtain our prior written consent, you must not sell, distribute, perform, render or provide the Products or the Services: (i) to Customers for whom you are not authorized; (ii) in connection with any Authorized Soccer, Sports, Events, venues, leagues or other business that are located outside of your Network Area; (iii) in connection with any sports other than your Authorized Sports. Your Authorized Sports are 4G small sided soccer fields within secure perimeter fence cage areas for adult and youth recreational sports games, leagues, camps, tournaments, sport clinics, child development, after-school programs, social activities, products and related services and such other services that we specifically authorize from time to time.. You may not market the Products or Services outside of your Network Area except in the event that a person from outside your Network Area elects to become a Customer of yours by participating in Events within your Network Area, in which case you may employ Customer-specific direct marketing communication.

3.2 ***Rights We Reserve***. We and our affiliates reserve the right to: (i) own and operate Soccer 5® Franchises, or license third parties the right to own and operate Soccer 5® Franchises, utilizing the Marks and System at any location outside of your Network Area; (ii) own and operate, and license third parties the right to own and operate, Soccer 5® Franchises that offer sports other than the Authorized Sports at any location; (iii) own and operate businesses, or license third parties the right to own and operate businesses, under marks that are different than the Marks at any location(s) inside or outside of your Network Area; *provided that*, such businesses will not offer Authorized Sports; (iv) send out marketing materials, and otherwise promote the Soccer 5® brand, Marks and System and various Events and Authorized Sports offered, at any location utilizing the Marks (including sending emails and other materials to Customers with links to our Website so such Customers can determine what Events, venues and leagues are being conducted near the zip code they input); (v) utilize the Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including products and services authorized for Soccer 5® Franchises and related merchandise under the Marks or other marks ("**Proprietary Products**") through wholesale and retail outlets, via the Internet, and through mail order catalog, without regard to location; *provided that*, any sales made to customers physically located in your Network Area will be routed through your Soccer 5® Franchise; (vi) be acquired by, or merge with, a business that operates or licenses third parties the right to own and operate businesses under marks that are different than the Marks at any location(s) inside or outside your Network Area, which businesses may compete with your Soccer 5® Franchise; or (vii) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in this Agreement.

3.3 ***Territorial Rights***. You agree that we have the right to solicit Customers located in your Network Area, whether or not you currently sell, distribute, render, perform or provide the Products, the Services or other products or services to them. We may do so without violating any of your territorial rights as described in this Agreement.

3.4 ***Other Channels of Distribution***. You acknowledge and agree that certain of our and our affiliates' products and services, whether now existing or developed in the future, may be distributed in your Network Area by us, our affiliates, or our franchisees, licensees, or designees, in such manner and through such channels of distribution as we, in its sole discretion, will determine. Such alternate channels of distribution include, but are not limited to, the sale of Proprietary Products and other soccer related products through wholesale and retail stores, via the Internet, telemarketing or other direct marketing sales, and through mail order catalog, without regard to location using the Marks or any other marks. You

understand that this Agreement grants you no rights: (i) to distribute products or services as described in this Section; or (ii) to share in any of the proceeds received by any such party therefrom.

3.5 ***Minimum Performance Standard***. Beginning 1 year from the date you signed this Agreement, you must meet a minimum annual performance standard in connection with the operation of your Soccer 5® Franchise (the "**Minimum Performance Standard**"). The Minimum Performance Standard is that you must achieve a minimum of in-Network Revenues in each rolling 12-month period equal to or exceeding the bottom 25% of our franchise owners (who have been in the system at least 1 year) during such periods. If, at any time, you do not achieve the Minimum Performance Standard, you must attend and satisfactorily complete such training programs/supplementary programs as we require and pay all related fees and costs to do so. If, at any time, you do not achieve the Minimum Performance Standard, do not satisfy the additional training, or do not meet the Minimum Performance Requirement in any 3 measurement time periods, then we may either: (a) terminate your exclusive rights to the Network Area and sell the Products and Services directly or through others; (b) reduce the scope of the geographic area comprising the Network Area in which you will have exclusive marketing rights, or (c) terminate this Agreement upon notice.

4. SITE SELECTION AND DEVELOPMENT

4.1 ***Site Selection***. If you have not done so prior to signing this Agreement, you (with or without our assistance) must, within 180 days of the Agreement Date, locate a site (the "**Site**") that we (in our reasonable discretion) have approved solely in the Network Area you and we have identified on Exhibit "A" on the Agreement Date. You acknowledge and agree that the Network Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. The Site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Soccer 5® Franchises, the nature of other businesses in proximity to the Site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed site. We will accept or reject a Site you propose for a Soccer 5® Franchise within 30 days after we receive from you a complete site report and any other materials we request. You acknowledge and agree that:

(a) our recommendation or acceptance of the Site, and any information regarding the Site communicated to you, does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the Site for a Soccer 5® Franchise or for any other purpose;

(b) our recommendation or acceptance of the Site indicates only that we believe that the Site falls within the acceptable criteria for sites and premises that we have established as of the time of our recommendation or acceptance of the Site;

(c) application of criteria that have appeared effective with respect to other sites and premises may not accurately reflect the potential for all sites and premises, and, after our acceptance of a site, demographic and/or other factors included in or excluded from our criteria could change to alter the potential of a site and premises; and

(d) the uncertainty and instability of such criteria are beyond our control, and we will not be responsible for the failure of a site and premises we have recommended or approved to meet expectations as to potential revenue or operational criteria.

At your option, you may work with our affiliate (currently, Constructive Group LLC) ("**Finder**") to find a Site subject to Finder's acceptance. If you choose to do so, and Finder accepts the project, you must pay Finder its finder's fee for its services in finding any Site you ultimately select. If Finder accepts the project, it will search for potential sites in the Territory and attempt to obtain the rights to acquire or lease them on terms mutually acceptable to you and the site owners. To do so, Finder may obtain assignable letters of intent, option agreements, or other means or documents. The Finder's services are between you and Finder and we do not represent or warrant that it will be successful. Your engagement of Finder does not limit or eliminate your obligation to timely acquire the Site. Unless you and Finder agree otherwise in writing, you must pay Finder the full finder's fee in 2 installments: 1/2 on the Agreement Date and the balance when the Site is obtained by lease or purchase. You are not required to use the Finder but if you do, you must timely pay it and failure to timely do so constitutes a material breach of this Agreement.

4.2 ***Lease of Site*.** You must deliver copies of the proposed lease agreement and related documents to us prior to signing them. You must not sign any lease agreement (or any renewal or modification thereof) or related documents unless we have previously accepted them. The insurance policy required by our System Standards must be in force and effect when the lease is signed. Our review and acceptance is designed to ensure that the lease contains terms that we accept or require for our benefit and the franchise system; it is not a substitute for careful review and analysis by you and your advisors. Additionally, before entering into such a lease, you and the lessor must sign our then-current form of Collateral Assignment and Assumption of Lease Agreement and Lease Rider in the form attached as an exhibit to our Franchise Disclosure Document. You must give the lessor our forms of the Collateral Assignment and Lease Rider when you begin discussions with the prospective lessor. If you want to lease the Site from any of your affiliates (or affiliates of your principal owners), we may also require them to sign such agreements to ensure compliance with the provisions of this Agreement.

4.3 ***Lease Acceptance***. You must:

(a) obtain our acceptance of the lease of the Site before you sign it, or any renewal of it;

(b) deliver a copy of the signed lease to us within 30 days of the Agreement Date and within 90 days after its execution along with the Collateral Assignment and Lease Rider; and

(c) not sign any lease or renewal of a lease unless you have also obtained the Collateral Assignment and Lease Rider signed by the lessor.

4.4 ***Mandatory Lease Terms***. We may require that the lease or any renewal contain certain provisions either with the lease itself or in the Lease Rider, including the following:

(a) a provision which expressly permits the lessor of the Site to provide us with all revenue and other information it may have related to the operation of your Soccer 5® Franchise as we may request;

(b) a provision which requires the lessor to contemporaneously provide us with copies of any written notice of default under the lease sent to you and which grants to us, at our option, the right (but not the obligation) to cure any default under the lease (should you fail to do so) within 30 days after the expiration of the period in which you may cure the default;

(c) a provision which evidences your right to display the Marks in accordance with the specifications required by the Manuals, subject only to the provisions of applicable law;

(d) provision which requires that any lender or other person will not disturb your possession of the Site so long as the lease term continues and you are not in default (along with such documents as are necessary to ensure that such lenders and other persons are bound);

(e) a provision which expressly states that your default under the lease, if not cured within any applicable cure period under the lease, also constitutes grounds for termination of this Agreement;

(f) a lease term which is at least equal to the Term, either through an initial term of that length or rights, at your option, to renew the lease for the full term of this Agreement;

(g) limitation on the Landlord from leasing space to house a Competitive Business;

(h) a provision in which the Landlord agrees that the use of premises will be limited to the operation of a Soccer 5® Franchise, and agrees to our then-current standards for Lease Agreements for Soccer 5® Franchise including allowing the signage standards, designated spots for pick-ups and delivery vehicles, minimum number of parking spaces devoted to the Soccer 5® Franchise; and

(i) a provision that allows us to obtain entry onto the premises of the site to ensure that all de-identification standards in this Agreement are fulfilled in case you do not or are unable to do so, at our expense, including removal of signage and fixtures.

4.5 ***Site***: You acknowledge that our acceptance of the lease for the Site does not constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a Soccer 5® Franchise operated at the Site. Such acceptance indicates only that we believe that the Site and the terms of the lease fall within the acceptable criteria we have established as of the time of our acceptance. You further acknowledge that we have advised you to have an attorney review and evaluate the lease.

4.6 ***Ownership and Financing***. Instead of leasing a Site, you may propose to purchase and own any or all of a Site directly, or through affiliates. The insurance required by our System Standards must be in force and effect when you begin construction of your Soccer 5® Franchise. You must meet certain conditions: if you or your affiliates own a Site, if at any time prior to acquisition, or subsequently, you or your affiliates propose to obtain any financing with respect to the Site or for your Soccer 5® Franchise or for any Operating Assets in which any of such items are pledged as collateral securing your performance, the form of any purchase contract with the seller of a Site and any related documents, and the form of any loan agreement with or mortgage in favor of any lender and any related documents, must be accepted by us before you sign them. Our consent to them may be conditioned upon the inclusion of various terms and conditions, including the following:

(a) a provision which requires any lender or mortgagee concurrently to provide us with a copy of any written notice of deficiency or default under the terms of the loan or mortgage sent to you or your affiliates or the purchaser;

(b) a provision granting us, at our option, the right (but not the obligation) to cure any deficiency or default under the loan or mortgage (should you fail to do so) within 30 days after the expiration of a period in which you may cure such default or deficiency; and

(c) a provision which expressly states that any default under the loan or mortgage, if not cured within the applicable time period, constitutes grounds for termination of this Agreement and any default under this Agreement, if not cured.

4.7 ***Relocation***. You may not relocate the Soccer 5® Franchise without our prior written consent. If we consent to the Soccer 5® Franchise relocation, we have the right to charge you our then-current relocation fee (currently $5,000) due and payable upon your request to relocate.

4.8 ***Pre-Opening Termination*.** If you and we are we unable to agree on a location for the Site, or if you have not obtained a fully signed lease agreement for the Site, within 6 months of the Agreement Date, then we may terminate this Agreement. If you do not open your Soccer 5® Franchise for business within 18 months of the Agreement Date, we may terminate the Agreement.

5. FEES AND PAYMENT

5.1 ***Franchise Fee***. In consideration of the franchise granted to you by us, you must pay us an initial franchise fee of $65,000 (the "**Franchise Fee**") upon execution of this Agreement.

5.2 ***Discount on Initial Fees***. In certain circumstances, we will discount the initial fees due. Currently, discount available is as follows: if you are a U.S. military veteran and you qualify under the International Franchise Association's VetFran Discount Program, we will discount the Franchise Fee by $5,000.

5.3 ***No Financing by Us***. We do not offer financing in connection with your Soccer 5® Franchise.

5.4 ***Payment Terms***. The Franchise Fee is due in full upon execution of this Agreement, is non-refundable, and is deemed fully earned upon payment.

5.5 ***Royalty Fees***. You must pay to us a royalty fee (the "**Royalty Fee**") equal to 7% of Network Revenues. The Royalty Fee is currently payable via Electronic Funds Transfer ("**EFT**") on the 7th day of each month (the "**Payment Day**"). We may change the Payment Date or interval and/or manner of payment as we deem appropriate in our discretion.

5.6 ***Definition of "Network Revenues."***. As used in this Agreement, the term "**Network Revenues**" means the total actual gross charges all products and services sold to customers of the Soccer 5® Franchise for cash or credit or any other method of payment, including all discounts. The amount of any charitable contributions required by us from time to time, as prescribed in the Manuals or otherwise, will be excluded from the definition of Network Revenues. Any amounts that you collect and transmit to state or local authorities as sales, use or other similar taxes are also excluded from the definition of Network Revenues.

5.7 ***National Brand Fund Contributions***. You must pay us a contribution to the National Brand Fund that we establish equal to the greater of: (i) 1% of Network Revenues for the immediately preceding period; or (ii) $500 (the "**National Brand Fund Contribution**"). It is currently payable via EFT on the Payment Date. We may change the Payment Date or interval and/or manner of payment as we deem appropriate in our discretion.

5.8 ***Pre Start Up Training Expenses***. Training services are included as per the Manual however expenses incurred throughout training are payable as and when they occur and will include flights, car rentals, hotels, meals, parking, gas etc.

5.9 ***Marketing Fee***. Prior to opening, you must spend a minimum amount of $25,000 on grand opening marketing materials and strategies (including radio/TV/flyer/E-blast and the like), payable to our designated third-party provider, and all marketing must meet our approval and as described in the Manual. This amount will be paid direct by you to your Soccer 5® approved supplier vendor.

5.10 ***Late Report Fee***. You must pay us a late report fee of $100 for any report that is not received by us on its due date. We may also charge an additional $100 (a) for every 2 weeks that a weekly or bi-weekly report remains delinquent; or (b) each month a quarterly or monthly report remains delinquent.

5.11 ***Manual Replacement Fee***. You must pay us a manual replacement fee of $500 for any lost or damaged Manual.

5.12 ***Network Revenue Reports***. In the event that we are not able to independently and remotely access your Computer System and/or Software to obtain the Network Revenues and/or any other financial information or Customer data related to the operation of your Soccer 5® Franchise at any time during the Term, then you will be required to submit a signed Network Revenue Report setting forth (a) Network Revenues generated during immediately preceding calendar month (or other period that we prescribe in writing), (b) your calculation of the Royalty Fee and National Brand Fund Contribution), (c) a list of the Soccer 5® Franchise's present and prospective Customers, (d) jobs completed and in progress, and any other information we may reasonably request. We may change the form and content, as well as the reporting interval, associated with the Network Revenue Report periodically.

5.13 ***Manner of Payment***. All fees, unless otherwise indicated, must currently be paid: (a) on a monthly basis (unless we designate a different payment interval in writing), with the minimum being applied at the end of the month; and (b) via an EFT program (the "**EFT Program**"), under which we automatically deduct all payments owed to us under this Agreement, or any other agreement between you and us, from your bank account. We may, with written notice, designate another method of payment, payment date or payment interval. You must deposit all revenues from operating the Soccer 5® Franchise into one bank account within 1 day of receipt, including cash, checks, and credit card receipts. Before opening the Soccer 5® Franchise, you must provide us with your bank's name, address and account number, a voided check from such bank account, and sign and give to us and your bank, all documents necessary to effectuate the EFT Program and our ability to withdraw funds from such bank account via EFT. You must immediately notify us of any change in your banking relationship, including changes in account numbers. We reserve the right to require you to pay any fees due under this Agreement by such other means as we may specify from time to time. If we have required that you submit a Network Revenue Report and such report has not been received within the time period required by this Agreement, then we may process an EFT for the subject month based on the most recent Network Revenue Report provided by you to us. However, if a Network Revenue Report for the subject month is subsequently received and reflects (i) that the actual amount of the fee due was more than the amount of the EFT, then we will be entitled to withdraw additional funds through EFT from your designated bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the EFT, then we will credit the excess amount to the payment of your future obligations.

5.14 ***Insufficient Funds Fee***. We shall have the right to charge you an insufficient funds fee of $25 (the "**NSF Fee**") per occurrence for insufficient EFT funds. 3 or more charges of NSF Fees within any 12-month period will be a default under this Agreement.

5.15 ***Interest on Late Payments***. If any fee or other payment due to us or our affiliates under this Agreement is not paid on or before its due date, you agree to pay us, in addition to the overdue amount, interest on any overdue payment at the rate of 18% per year or the highest contract rate allowable by law, whichever is less. Interest on any overdue amount shall accrue from the original due date until payment in full is received. Interest as enumerated in this Section shall also apply to any understated amounts as revealed by an audit of your financial records. You acknowledge that this Section is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, your Soccer 5® Franchise . You further acknowledge that your failure to pay all amounts that you owe us when due constitutes grounds for our terminating this Agreement notwithstanding this Section.

5.16 ***Late Charges and Non-Compliance Fines.***

(a) ***Late Charges***. In addition to applicable interest on any overdue payment, you also agree to pay to us a late charge equal to 5% of the overdue amount.

(b) ***Purchasing and Brand Compliance Infraction Fines***. In the event that you fail to comply with our purchasing or brand compliance requirements, we will provide you with a warning letter detailing your non-compliance for the first time. If you do not correct or cure this non-compliance within the time stated in the letter, then we have the right to charge you a Purchasing and Brand Compliance Infraction Fine (a "**Fine**") and/or issue you a default letter. Our current Fines are: (i) $150 for the first uncured infraction; (ii) $250 for the second infraction; and $750 for the third infraction. All Fines collected from franchisees will be deposited into the National Brand Fund.

(c) All fees detailed in this Section are due immediately upon demand, and you agree that we may automatically debit these fees from your account via EFT.

6. TRAINING & FIELD VISIT

6.1 ***Phase I (Miami HQ) Training***. Prior to opening your Soccer 5® Franchise, you and up to 1 other person who is your employee, principal owner or independent contractor, whom you choose (the "**Trainees**"), must attend and satisfactorily complete the HQ training program we hold for our Soccer 5® Franchise owners and their staff (the "**Phase I Training**"). We may terminate the Franchise Agreement if you, your Trainees do not complete the HQ training program to our satisfaction. If the Franchise Agreement is terminated we will refund $8,000 of the initial franchise fee (without interest), less the amount of any broker fees or commissions paid or payable by us to a third party in connection with the franchise sale. You and your owners must sign a general release in order to receive the refund. As part of our Phase I Training, we will provide: training concerning the pre-opening procedures, financial management, game day venue management, sports program formats/rules, choosing/hiring officials and staff, marketing of Events, the sale of the Products and the Services and the procedures and techniques for the advertisement, marketing or sale of the Products and the Services, use of our website and Franchise Manager software training, training concerning the Services and the procedures and techniques for the delivery of the Products, planning, development and operation of Events, contracting of officials, league officials, coaches, and other Event Personnel, venue permit management tools, parks and

recreation programs, operation of the Billing System, and programs for awards and distribution of other benefits to customers. We provide the Phase I Training at a location we designate for up to 5 tuition-free days for up to 2 people, provided both individuals attend at the same time. You or on of your principal owners must be among the Trainees. You must pay all expenses incurred by your Trainees in connection with the Phase I Training, including travel, lodging, meals, local transportation expenses, and wages. Actual dates of Phase I Training are subject to change at any time and we assume no responsibility for any costs incurred by you or the Trainees as a result of such changes.

6.2 ***Additional Phase Training***. In addition to the Phase I Training, we require you to attend the following phases of training:

(a) ***Post Phase I Webinars***. Prior to opening your Soccer 5® Franchise, you, or one of your principal owners, employees or managers, must attend an initial series of training/instructional webinars scheduled as part of your on-the-job training (the "**Post Phase I Webinars**").

(b) ***Phase II Training***. Within 1 to 3 months after completion of the Phase I Training and prior to opening your Soccer 5® Franchise, you, or one of your principal owners, employees or managers, must attend grand opening day training at an operating location (the "**Phase II Training**"). There are no tuition fees for this training, however, you must pay your, or your employee's costs in attending the grand opening, including travel costs, room and board expenses, and employees' salaries.

(c) ***Phase III Training***. Within 2 to 3 months of your grand opening, you, or one of your principal owners, employees or managers, must attend a second series of training webinars that we designate ("**Phase III Training**").

(d) ***Phase IV Training***. Within 10 to 12 months of your grand opening, you, or one of your principal owners, employees or managers, must attend and complete a third series of training webinars that we designate ("**Phase IV Training**").

6.3 ***Additional or Periodic Training***. We may require you, or your managers, principal owners, Event Personnel or other staff to attend additional, periodic or refresher training courses at locations we designate from time to time (the "**Additional Training**"). You are responsible for all of your and your personnel's wages, travel, living and miscellaneous expenses incurred in connection with such Additional Training. We may limit certain aspects of the training to you, your principal owners or Event Personnel and other aspects of training may be provided to all of your Trainees.

6.4 ***Additional Assistance***. To the extent we deem appropriate, if we provide you additional assistance of the type we designate in the Manuals as subject to additional assistance fees, at any location we designate or approve in your Network Area, you will pay to us our then-current per diem fee for each person we train or provide in connection with such additional advice or assistance, plus you must pay for travel, meals and lodging for them.

6.5 ***Annual Conference***. We may, in our discretion, hold an annual conference (the "**Annual Conference**") at a location to be selected by us. We shall determine the topics and agenda for the conference to serve the purpose among other things, of updating Franchisees on new developments affecting Soccer 5® Franchise owners, exchanging information between similar owners and our personnel regarding Soccer 5 ® Franchise operations and programs, and recognizing Franchisees for their achievements. We require you to attend the Annual Conference and to pay our then-current registration

fee whether or not you attend. All expenses, including you and your employees' transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are your sole responsibility. We may use contributions from the National Brand Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials.

6.6 ***Other Training***. You will:

(a) train your Event Personnel in the manner we designate with respect to the Products and the Services and business generally.

(b) furnish support and marketing services and materials to your Event Personnel.

(c) You must follow our System Standards for and implement, at your expense, the training programs we designate from time to time for the training of Customers (or their parents or guardians) who will assist you and the Events by serving as coaches, team helpers, umpires, referees, league officials and others who will assist you with the operation or organization of Events; work cooperatively with your Event Personnel to obtain field or activity permits, and other approvals necessary for the Events, communicate with field or facility owners, parks and recreation departments of municipalities, school districts and sporting associations, and otherwise assist you with facilitating and promoting the Events (the "**Customer Liaisons**").

7. EVENT PERSONNEL

7.1 ***Personnel Development***. You must, in accordance with our System Standards and to the extent we designate from time to time, recruit, train and develop, as employees or independent contractors, the Event coordinators, umpires, referees, coaches, league officials, operations staff, and any other personnel as may be needed to distribute the Products or render, provide or perform the Services (the "**Event Personnel**").

7.2 ***Compensation***. You will decide the compensation to be paid your Event Personnel, and any such compensation is subject to the conditions we impose under this Agreement for eligibility, chargebacks, timing of payment, and the like. However, we will not be responsible for payment of any Compensation to you, any of your personnel, Event Personnel or other staff. You must pay the compensation due your Event Personnel, and other employees, subject to all conditions of this Agreement.

7.3 ***Staff Confidentiality Agreements***. You, or your principal owners who we train, employees or managers we designate, including each of your Event Personnel, must sign a Staff Confidentiality and Non-solicitation Agreement (the "**SCNA Agreement**"), our current form of which is attached to our Franchise Disclosure Document. Among other things, the SCNA Agreement may include: (i) provisions for automatic assignment of such agreements to us, at our option, if this Agreement is terminated; (ii) confidentiality and competitive restrictions; (iii) compensation eligibility conditions; (iv) designation of us as third party beneficiary with the right (but not the obligation) to enforce it; and (v) other terms we deem appropriate. You must provide us with a copy of each SCNA Agreement within 10 days after it is signed. If you are taking over operations of an existing Soccer 5® Franchise pursuant to this Agreement, then you must ensure that all employees that are retained from the prior operator enter into our then-current form of SCNA Agreement with you directly.

7.4 ***Indemnification***. You will indemnify us, hold us harmless from, and defend us against any and all liabilities, losses, expenses, and obligations that we may incur related to any of your Event Personnel, other staff or any Customer Liaisons arising out of any claim, cause of action, complaint,

proceeding (in litigation, arbitration, mediation or administrative) relating to your obligations to pay them any compensation, remuneration or other employment relationship with the Event Personnel, other staff or Customer Liaisons, unless and solely to the extent we have not paid them compensation otherwise due under this Agreement without right of setoff. You and we understand and acknowledge that we are under no obligation or liability to any of your personnel, Event Personnel, other staff or any Customer Liaisons for any remuneration, compensation, commission, employment or any other duty, responsibility, liability or obligation. Your indemnification obligations: (i) include reimbursement to us of any and all of our attorneys' fees and costs in defending any such claim from your personnel, Event Personnel, other staff or Customer Liaisons, and (ii) survive expiration or termination of this Agreement.

7.5 ***Other Agreements***

(a) ***Routine Maintenance and Upgrades***. You are required to maintain and upgrade at your expense all equipment related to the operation of the franchised business on an as-needed basis. All maintenance deficiencies identified by us shall be addressed immediately. Failure to do so will be a default under this Agreement.

(b) ***Customer Complaints***. You must answer all customer complaints within 24 hours of receipt and otherwise follow our standards and specifications set forth in the Manual regarding customer complaints. You must forward a copy of the customer complaint and your answer to us.

(c) ***Complaint Notification***. You must contact us immediately (as soon as possible but no later than 6 hours) if a customer complaint or other issue has resulted in an inquiry or report by the media or government, and you will work with us to prepare a response.

8. BUSINESS EXPENSES

You must pay all of your own business expenses in connection with the operation of your Soccer 5® Franchise, the operation or development of Events, the marketing, sale and distribution of the Products and the marketing, sale, performance, provision and rendering of the Services pursuant to this Agreement. You are responsible for paying for any supplies or any other Business Materials or Services or the Services that you need or that we designate for use by Soccer 5® Franchises, and we are not responsible for reimbursing you for any of such items. These expenses include high speed cable or DSL internet connection, merchant account service fees, a general telephone number (which may be your cell phone number), the required registration telephone number that is forwarded to the National Customer Service Center, together with any related call forwarding charges, and a separate announcement voicemail to be used as your "Weather Hotline" where Customers can find out if your Events are cancelled due to weather related conditions.

9. MANUALS AND GUIDANCE

9.1 ***Manual***. During the Term, we will provide you with access to the Manual or other publications in which we designate our System Standards via our intranet portal or other digital format. At our option, we may make the Manual (or parts of it) accessible to you via electronic format or otherwise via the Intranet/Internet. The Manual will contain, among others: suggested prices for the Products and Services; pricing for marketing and delivery of certain marketing materials; mandatory and suggested specifications, standards; billing practices; insurance requirements; rules governing the use of operation of the Soccer 5® Franchise , including the Billing System, Computer System, e-commerce, marketing, sale, distribution and performance, rendering or provision of the Products and the Services; and operating

procedures which we prescribe from time to time for Soccer 5® Franchises (the "**System Standards**"), as well as information about other obligations you have in the operation of an Soccer 5® Franchise. The Manual may be modified by us from time to time to reflect changes in the System Standards. Our revisions to the Manual will be effective on delivery to you (including via electronic format), unless we specify a later effective date for a particular revision. You must keep your copy of the Manual current by (if printed) immediately inserting all new and modified pages we furnish to you (or by periodically monitoring changes to any electronic format version). If a dispute develops with respect to the contents of the Manual, the master copy we maintain at our principal office (or the electronic version of the Manual we designate) will be controlling. You must keep the Manual in a secure location. You must not:

(a) permit any part of the Manual to be copied, transmitted, "posted" or downloaded;

(b) disclose it or any of its contents to anyone not having a need to know its contents for purposes of operating your Soccer 5® Franchise; and/or

(c) remove it from your business office without our permission.

9.2 ***Guidance and Assistance***. During the Term, we will from time to time furnish you guidance and assistance with respect to the System Standards. This guidance and assistance will be furnished in the form of the Manuals, bulletins, written reports and recommendations, other written or electronic materials, telephone consultations, electronic mail, training programs, meetings, conferences and/or personal consultations at our offices, your offices or at a mutually convenient place. As we determine necessary from time to time, our guidance and assistance may relate to:

(a) the marketing of the services offered by Soccer 5® Franchises and the use of System Standards;

(b) coordinating the activities of all Soccer 5® Franchises, and individual or related Events;

(c) establishing and conducting employee and Customer Liaison training programs;

(d) development and implementation of local advertising and promotional programs;

(e) furnishing information dealing with trends and developments in the laws and regulations affecting the amateur, youth sports and recreation, leagues, camps, tournaments, child development, afterschool programs, sports clinics and other sports and parks and recreation-related industries;

(f) types, supplies and methods of our approval process for Business Materials or Services;

(g) operation of and coordination with parks and recreation management programs;

(h) awards distribution and achievement programs for Customers;

(i) rules and regulations for Events and methods for automated division alignment, scheduling and the management and reporting of league, tournament, sporting clinics and other Event-related statistics and standings; and

(j) changes in any of the above that may occur from time to time.

9.3 ***Approved Equipment and Supplies***. We may designate or require our approval of the types, models, formats, providers, performers or suppliers of any Products or Services, and any of the equipment, uniforms, jerseys, t-shirts, awards, trophies, insurance carriers, supplies, financial services, employee benefit plans, merchant accounts and gateway services, and other services, assets, products, or materials utilized by you to operate your Soccer 5® Franchise, which we may change, alter, or amend from time to time (collectively, the "**Business Materials or Services**"). Currently, you are required to order through us certain apparel and other business materials as we may specify from time to time, which will be drop shipped directly to you from our designated supplier. We reserve the right to derive revenue from your required purchases ordered through us. We may designate or require our approval of suppliers of Business Materials or Services. We may require that you, at your expense, enter into agreements (the "**Approved Supplier Agreements**") with approved or designated suppliers of Business Materials or Services (the "**Approved Suppliers**") under which we receive remuneration from the Approved Suppliers based on purchases from them. We will notify you within 120 days if we reject or approve the proposed Approved Supplier. If we do not notify you of our decision within 120 days, we are deemed to have rejected the proposed Approved Supplier.

9.4 ***Approved Supplier Program(s)***. We have the right to negotiate programs with certain Approved Suppliers so that Soccer 5® Franchises may receive preferred pricing, delivery, credit or other terms that we deem are favorable (each, an "**Approved Supplier Program**"). You are required to participate in any Approved Supplier Program(s) we designate, and you must (a) comply with the rules and policies of such Approved Supplier Program(s) (the "**Program Rules**"), and (b) sign all Approved Supplier Agreements. We may terminate your participation in the Approved Supplier Program without terminating this or any other franchise agreement if you breach any agreement with us or an Approved Supplier or otherwise fail to comply with the Program Rules.

9.5 ***Suggested Retail Prices***. We may, from time to time, provide you with assistance in establishing prices for the Products and Services offered through your Soccer 5® Franchise.

10. SYSTEM TECHNOLOGIES

10.1 ***Computer System; Mobile Phone***. You must, in the manner we designate, acquire, license and use, in developing and operating your Soccer 5® Franchise a laptop computer with wireless internet access and communications system, as well as the other computer services, components, equipment, computer hardware, telecommunications equipment, and software designated or approved by us from time to time, that we designate as part of your Computer System. You must bring such Computer System components with you to Phase I Training.

(a) The Software designated by us in connection with and as part of the Computer System will include software we designate for the operation of the Billing System and other billing, administrative, business management, e-commerce, Product purchase and distribution, customer registration field and facility management tools, proprietary mobile applications software and sports statistics and standings tracking functions, or services we designate or approve.

(b) We may require you to obtain as part of the Computer System specified computer and communications hardware, equipment, components or Software and services (like high-speed internet: DSL, Frac, T-1, Cable or ISP) and may reasonably modify our specifications for and components of the Computer System from time to time. Our modifications and specifications for components, equipment, services, operating or communications and Software of the Computer System may require you to incur cost to purchase, lease or license new or modified Software or computer or communications hardware, equipment, components or software and to obtain service and support for the Computer System during the Term of this Agreement. As part of or as otherwise in connection with your Computer System, we require you to utilize a merchant account and gateway services provided by an Approved Supplier. You agree to incur such costs in connection with obtaining the computer or communications hardware, equipment, components, services and

(c) Software comprising the Computer System (or additions or modifications) operating it in accordance with our System Standards and ensuring that it is compatible with, and capable of participating in and performing the functions we designate for the Billing System, operating and engaging in any form of e-commerce we designate or approve, as long as the Computer System we specify for use is the same Computer System that we or our affiliates then currently use in Soccer 5® Franchises that we or they own and operate. Within 60 days after you receive notice from us, you must obtain the components of the Computer System that we designate and require. The Computer System must be capable of connecting with our Computer System, performing the functions we designate for the Billing System, permitting us to review the results of your Soccer 5® Franchise's operations, and engaging in any e-commerce activities that we designate or approve. We also have the right to charge you reasonable systems fees for modifications of and enhancements made to any proprietary software that we license to you and other maintenance and support services that we or our affiliates furnish to you related to the Computer System.

(d) You will also be required to obtain a mobile smart phone, and maintain a contract with a service provider (*e.g.*, Verizon, AT&T) for that smart mobile phone throughout the term of this Agreement, all of which meet our System Standards and specifications as set forth in the Manual or otherwise in writing. This mobile phone must be used solely in connection with your Soccer 5® Franchise and dedicated for that purpose only.

10.2 ***Software License***. Subject to the terms and conditions of this Agreement, we grant to you a nonexclusive, non-transferable and non-sub licensable license to use the Software during the Term as follows:

(a) You may use the Software during the Term solely within the scope of your operation of your Soccer 5® Franchise under this Agreement for your internal operations and business purposes in accordance with this Agreement. The Software may be installed or used only on your owned or controlled computers which are part of the Computer System and only in accordance with System Standards. Software may be installed and used only to enable you and your employees to use the Software in accordance with this Agreement.

(b) The Software may be used only up to the capacity for which you have been authorized to use it under this Agreement and as may be more fully described in the Manuals from time to time. You are responsible for all use of the Software and for compliance with this

Agreement; any breach by you or any user or third party whom you authorize to use the Software or provide access to it will be deemed to have been incurred by you.

(c) We may permit you to make a reasonable number of copies of the Software if you follow all of our System Standards for doing so for backup purposes. However, you must notify us of your intent to do so and obtain our prior written permission before doing so. Portions of the Software may not be used independently of the Computer System and your operation of your Soccer 5® Franchise.

(d) We may charge a software license of up to $500 per month (the "**Technology Fee**") due on the 7th day of each month and $2,000 for initial setup. You must begin paying the software license fees when and if we implement them. The Technology Fee covers costs associated with our development of a point of sales system, field booking system, sales tracking system, training platform, and other features we may develop from time to time. This fee is either payable directly to us or to third party suppliers, as we may determine from time to time. This fee is subject to increase to the extent our costs associated with developing and delivering these services and systems (and other services and systems we may add from time to time) increase. We may suspend your access to these platforms or services if you fail to timely pay the Technology Fee.

10.3 ***No Reverse Engineering***. You must not decompile or reverse engineer any executable code we provide (*e.g.*, to reveal the corresponding source code), except to the minimum extent permitted by law. You will not avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that we may include, require or establish with respect to the Software. You will not delete, alter, cover, or distort any copyright, trademark or other proprietary rights notice placed by us on or in the Software, and will ensure that all such notices are reproduced on all copies of the Software.

10.4 ***Reservation of Rights***. The Software may not be used except as expressly authorized in this Agreement. We reserve all rights not expressly granted.

10.5 ***Ownership***. The Software (and all copies and derivatives) is, and at all times will remain, our (and our licensors') sole and exclusive property, including all copyrights and other intellectual property rights in or to such Software. Except as otherwise expressly provided, you agree that neither you nor any third party will obtain any express or implied rights in or to any part of the Software. We deem the Software to be part of the Copyrights.

10.6 ***Protection from Unauthorized Use***. You will take all reasonable steps to protect the Software from any use, reproduction, publication, disclosure or distribution that is not specifically authorized by this Agreement. You will ensure that you and your agents or employees not disclose their user IDs and passwords to any person or entity other than on a need to know basis. You will be responsible for the security of all user IDs and passwords assigned to or created by you for yourself or your agents or employees, and will immediately notify us of any suspected or actual theft, loss or fraudulent use of them.

10.7 ***Computer System Updates and Support Services***. During the Term, we will provide limited Software support services to the extent we deem practicable in the manner we designate from time to time in the Manual. All updates, patches, bug fixes, modifications, enhancements and new versions of the Software and all other deliverables and work product we develop for such Software and Soccer 5® Franchises provided to you will be subject to the terms and conditions of this Agreement, unless otherwise expressly agreed in writing by us. Our Software support services for such Software, if any, extend only to the Software free of any additions or modifications that have not been made by us or our

agents, or approved by us in writing. Further, such support services extend only to the most current version of the Software as used on or in the hardware, platforms and operating environment(s) designated by us for use with the Software. Our software and support services also do not include the following and we have no responsibility or liability for:

(a) Addressing errors, defects, or damage in or to the Software resulting from causes other than those arising in the ordinary permitted use of the Software, or from the use of third party software, firmware or data, or from the use of hardware not meeting our minimum recommended configuration;

(b) Providing hardware-related services;

(c) Providing training to your personnel except as described in this Agreement; or

(d) Developing or otherwise providing you with additional features, functionality, or customizations to the Software.

10.8 ***Your Responsibility***. You agree to fully cooperate with us in the performance of our Software support services, including by providing us with such timely, accurate and complete information and reasonable access to your personnel and facilities as we may require or request. To the extent you delay or fail to satisfy your obligations to us, we will be relieved of our obligations under this Agreement.

10.9 ***Discontinuation of Use***. We will have no responsibility for:

(a) any use of the Software after we have notified you to discontinue use;

(b) the combination or use of the Software with content, assets, the technology or other materials not supplied by us; or

(c) alteration of the Software or use of a version of the Software that has been superseded by a newer version.

10.10 ***Warranty Limitations***. WE, AND OUR AFFILIATES, IF ANY, DISCLAIM ANY WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESS, WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, HOWEVER ENACTED IN ANY STATE OR JURISDICTION AND ANY WARRANTIES UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (AS APPLIED IN FLORIDA OR ANY STATE) WITH RESPECT TO THE COMPUTER SYSTEM (INCLUDING ITS SOFTWARE), OR ANY OTHER PRODUCTS, EQUIPMENT OR SUPPLIES YOU OBTAIN FROM US OR OTHERS AND THE SERVICES AND FUNCTIONS THEY PERFORM AND THEIR DESIGN. NEITHER WE NOR OUR AFFILIATES ARE LIABLE UNDER ANY CIRCUMSTANCES TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR COLLATERAL DAMAGES OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE COMPUTER SYSTEM (INCLUDING ITS SOFTWARE) OR ANY OTHER PRODUCTS, EQUIPMENT OR SUPPLIES YOU OBTAIN FROM US OR OTHERS AND THEIR DESIGN (INCLUDING YOUR RIGHT TO USE, DELIVERY, INSTALLATION AND YOUR USE OF THEM), THE SERVICE AND FUNCTIONS THEY PERFORM (OR FAIL TO PERFORM), THEIR DESIGN AND THIS AGREEMENT, WHETHER BY REASON OF IMPERFECTION OR DEFECT IN THEM OR IN THEIR PERFORMANCE, OUR (OR ANY OF OUR AFFILIATES') BREACH OR OTHERWISE, EVEN IF WE (OR OUR AFFILIATE) ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER THEY ARE BASED IN TORT OR IN CONTRACT. IF WE (OR OUR AFFILIATES) DO NOT CAUSE THE COMPUTER SYSTEM

(INCLUDING ITS SOFTWARE) OR ANY OTHER EQUIPMENT OR SUPPLIES YOU RECEIVE FROM US OR ANY OF OUR AFFILIATES TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS, THEN YOUR SOLE RECOURSE AND REMEDY WILL BE FOR US (OR OUR AFFILIATES), AT OUR (OR THEIR) ELECTION, TO REPLACE THE COMPUTER SYSTEM (INCLUDING ITS SOFTWARE), ANY OTHER PRODUCTS, EQUIPMENT OR SUPPLIES YOU RECEIVE FROM US OR OUR AFFILIATES WITH ANOTHER ONE WHICH PERFORMS IN ACCORDANCE WITH SPECIFICATIONS. IN NO CASE WILL OUR LIABILITY EXCEED THE COST OF THE COMPUTER SYSTEM (INCLUDING ITS SOFTWARE) OR ANY OTHER PRODUCTS, EQUIPMENT OR SUPPLIES WHICH YOU RECEIVE FROM US OR OUR AFFILIATES ON WHICH A CLAIM FOR DAMAGES IS BASED. HOWEVER, WE WILL ASSIGN TO YOU ANY WARRANTIES FROM THE MANUFACTURERS OF ANY OF THE COMPONENTS OF THE COMPUTER SYSTEM (INCLUDING ITS SOFTWARE), OR ANY OTHER PRODUCTS, EQUIPMENT OR SUPPLIES YOU RECEIVE FROM US OR OUR AFFILIATES. THESE WARRANTIES MAY BE VOIDED BY MISUSE, ACCIDENT, MODIFICATION AND FAILURES FOR WHICH WE ARE NOT DIRECTLY RESPONSIBLE.

10.11 ***Websites And E-Commerce.***

(a) Except as approved in advance in writing by us, you may not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with your Soccer 5® Franchise, on any social media site (such as Facebook, MySpace, Twitter, LinkedIn, Pinterest, Instagram, Plaxo, YouTube or any other networking site. Any such Internet website or presence is considered "advertising" and must be approved by us prior to use. If we permit you to establish one or more of the above online presences on the Internet, you must: (i) establish and operate your World Wide Web or Internet site in accordance with System Standards and any other policies regarding social media and/or Internet usage generally that we designate in the Manual or otherwise in writing from time to time; (ii) utilize any templates that we provide to you to create and/or modify such site(s); and (iii) remove any content that is posted or otherwise displayed (whether by you or a third party) on such website, social media page or other Internet presence that does not comply with our System Standards or then-current policies within 2 days of the date you receive our removal request in writing.

(b) We will establish and maintain a website, that may, without limitation, promote the Marks and/or the System (the "**Website**"), including the contact information of your Soccer 5® Franchise. We have sole control over all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We also have the right to discontinue operation of the Website at any time without notice to you. We have the right to modify our policies regarding your use of social media and Internet websites in connection with your Soccer 5® Franchise as we deem necessary or appropriate in the best interest of the System. We are the sole registrant of the Internet domain names www.Soccer5usa.com, www.soccer5live.com and www.soccer5franchise.com, as well as any other Internet domain names that we or our affiliates register in the future. You must not register any Internet domain name that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words, unless we provide our prior written consent. We will develop a sub-website with a link from our website designating your Network Area in a manner we determine consistent with other franchised and affiliated markets. You must pay us a website development fee (the "**Website Development Fee**") of $1,500 upon execution of this Agreement.

(c) We may require that you provide Customers of your Soccer 5® Franchise access to certain e-commerce activities that we designate from time to time, and may require that your Customers purchase the Products and the Services directly from us through a website or portal designated by us. If we do so, we will allocate Network Revenues to you or other Soccer 5® Franchises from such purchases to you in the manner we designate from time to time in our System Standards. You must follow all of our policies and procedures for the use and regulation of e-commerce.

(d) You may not use any other email address in connection with your Soccer 5® Franchise other than those we provide to you, unless we provide our prior written consent. In addition to all other fees set forth in this Agreement, you specifically authorize us to deduct our then-current monthly service fee for each e-mail address we provide to you that contains any of our Marks (in either the local or domain part of the address).

(e) We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks, the Copyrights or the System which we may designate.

(f) You recognize and agree that between you and us, we own all rights to all interest in and to any data collected via e-commerce related to the System, the Copyrights and the Marks, including any Customer data, click-stream data, cookies, user data, hits and related information. This information is deemed by us to be and constitutes our Confidential Information.

10.12 ***Booking Application.*** You must use our national telephone application so your customers can book games and fields and make payments online. Your use of this service is included as part of your payment of the Technology Fee.

11. MARKS AND COPYRIGHTS

11.1 ***Ownership and Goodwill***. You also recognize that various materials we give you are subject to Copyrights we own or license from others. Your right to use the Marks and Copyrights is derived solely from this Agreement and is limited to the operation of your Soccer 5® Franchise pursuant to and in compliance with this Agreement and all applicable standards and operating procedures we prescribe during the Term. If you make any unauthorized use of any of the Marks or Copyrights, it will constitute a breach of this Agreement and an infringement of our rights in and to the Marks or Copyrights. Your use of the Marks or Copyrights and any goodwill established by your use, will inure to our benefit exclusively. This Agreement does not confer any goodwill or other interests in the Marks or Copyrights on you (other than the right to operate your Soccer 5® Franchise in compliance with this Agreement).

11.2 ***Additional Marks***. All provisions of this Agreement which apply to the Marks or the Copyrights will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, trade dress, logos and other copyrights we may authorize and license you to use during the Term of this Agreement.

11.3 ***Limitations on Use***. You must use the Marks we designate as the sole trade identification of your Soccer 5® Franchise; except that you must also identify yourself as an independent owner in the form we prescribe. You must not: (a) use any Mark or Copyright as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form; (b) use any Mark or Copyright or any commercial symbol similar to any Mark or the Copyrights in connection with the performance or sale of any unauthorized services or products, or in any other manner

we have not expressly authorized in writing; (c) employ any of the Marks or the Copyrights in any manner that we have determined may result in our liability for any indebtedness or obligation of yours. You will display the Marks or Copyrights in the manner we prescribe at your Soccer 5® Franchise and in connection with advertising and marketing materials, along with any notices of copyright, trademark and service mark ownership registrations that we specify. You will also be required to obtain any fictitious name, assumed name or "doing business as" registrations that may be required under applicable law.

11.4 ***Infringements and Claims***. You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Mark or Copyright, or claim by any person of any rights in any Mark or Copyright or similar copyright, trade name, trademark or service mark of which you become aware. You must not communicate with anyone except us and our attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take whatever action we deem appropriate. We have the sole right to control exclusively any U.S. Patent and Trademark Office, U.S. Copyright Office, litigation or other proceeding or any other litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark or Copyright. You must sign any documents, give any assistance, and do any acts that our attorneys believe are necessary or advisable in order to protect and maintain our interests in any litigation or proceeding related to the Marks or Copyrights or otherwise to protect and maintain our interests in the Marks or Copyrights. You may not, at any time, contest the validity or ownership of any of the Marks or Copyrights, or assist any other person in contesting the validity or ownership of any of the Marks or Copyrights.

11.5 ***Discontinuance of Use***. If it becomes advisable at any time in our sole judgment for your Soccer 5® Franchise to modify or discontinue the use of any of the Marks or Copyrights or for your Soccer 5® Franchise to use one or more additional or substitute trademarks or service marks, you agree at your expense to comply with our directions to modify or otherwise discontinue the use of such Mark or Copyright, or use one or more additional or substitute trademarks or service marks, within a reasonable time after our notice to you.

11.6 ***Consent***. You acknowledge and agree that we may grant franchises to others to operate Soccer 5® Franchises using the Marks or Copyrights, in accordance with this Agreement. You agree that, whenever we may request from time to time, you will give your written consent to such use of the Marks and Copyrights by such Soccer 5® Franchises.

12. DUTIES AND RESPONSIBILITIES

12.1 ***Solicitation***. No sale of any Products or Services which we may designate from time to time is final until we accept it in writing or by such other method we designate in connection with the Billing System. Although you solicit Customers for us and market the Services, the sales of certain of the Services and the Products we designate from time to time in the Manuals are made only by us. With respect to them, you do not have authority to bind us in any way and we may refuse any Customer or prospect. You agree to follow all of our policies and procedures we may develop from time to time in the Manuals for the consummation of sales of the Products or the Services.

12.2 ***Sales Methods***. You must follow our System Standards when marketing and selling the Products or the Services. You must not make any misrepresentations to prospective purchasers regarding the qualities of the Products or the Services or concerning us or our business. Moreover, you must not alter, modify, change or misrepresent the Products or the Services or their marketing materials in any manner whatsoever. Accordingly, in marketing, promoting, selling distributing, providing, rendering or performing the Products or the Services, you will not disseminate any information, or represent to

prospective Customers or others, any information that conflicts with any of the materials we provide you to assist in the sale of the Services.

12.3 ***Record Keeping***. In order for us to monitor your performance, you must keep and maintain full and accurate records of (i) your meetings with referral sources, Customers, venue/field/facility owners and prospects; and (ii) all Products sold or provided or Services sold or rendered. We may keep certain of these records for you via the Billing System. However, you remain responsible for them. The records must include whatever information we consider necessary from time to time (and will include information relating to meetings, follow-up calls, etc.). We may require you to complete and transmit to us weekly and monthly reports detailing your activities. You must supply us with monthly reports due by the 5th day of each month following the end of the immediately preceding calendar month.

12.4 ***Access to Facilities***. Notwithstanding the fact that you will be operating from your home, you must nevertheless give us access to Soccer 5® Franchise for meetings with referral sources, venue/field/facility owners, and Customers, for meetings with us, or for us to meet with your staff. We may schedule mandatory meetings for you and/or your Event Personnel or other staff at reasonable times after reasonable coordination efforts. You must follow the policies and procedures we periodically establish for operating procedures, record keeping and reporting and other matters.

12.5 ***Marketing Support***. We will provide you with certain marketing materials including literature concerning the Products and the Services, descriptive literature, manuals, brochures and related information that we have designed or otherwise acquired to assist you in the market, sale and promotion of the Products and the Services. You must not use any other marketing materials unless we have approved them prior to your use, in writing.

12.6 ***Delegation***. Although you may delegate some of your duties under this Agreement to your subordinate managers, Event Personnel, Customer Liaisons or employees due to their relationships with the Customers, you remain fully responsible for your and their performance. You must use your best efforts to ensure that your personnel or Event Personnel do not cause a breach of this Agreement and meet the standards of customer service and support. You must (a) notify us of any manager(s) to whom you wish to delegate any day-to-day management of your Soccer 5® Franchise , and (b) obtain our written approval of such manager, before that individual assumes any management responsibility with respect to your Soccer 5® Franchise. You agree and acknowledge that we may condition our approval of a proposed manager on that individual's successful completion of our initial training program.

12.7 ***Collections***. You must assist us in the collection of amounts owed to us by Customers for the Products or the Services sold by you.

12.8 ***Liability Insurance***. Utilizing an Approved Supplier or insurance carrier acceptable to us, you are required to procure and maintain at all times the following insurance policies at your expense: (1) comprehensive general liability insurance with a policy limit of $1,000,000 per occurrence with a $2,000,000 aggregate or such greater amount as we may reasonably specify, covering all claims for economic and property loss, injury, damage, death, and other losses arising directly or indirectly out of the franchised business; (2) all risk property damage insurance with a policy limit of $1,000,000 or such greater amount as we may reasonably specify, covering all personal property located on the premises; (3) business automobile liability insurance, including non-owned auto insurance, with a policy limit of $1,000,000 combined single limit with a $2,000,000 excess policy or such amount as we may reasonably specify; (4) any legally required insurance (such as workers' compensation insurance if required); (5) liability and risk management coverage related to participation in an Soccer 5® program and use of

related equipment, gear, and facilities with a policy limit of $2,000,000 per occurrence or such amount as we may reasonably specify; (6) professional negligence, errors and omissions, employer's liability, sexual harassment coverage and other reasonable to protect against claims against coaches, directors, franchisees and other with a policy limit of $2,000,000 per occurrence or such amount as we may reasonably specify; (7) comprehensive casualty, fire and theft coverage in an amount sufficient to replace the Soccer 5® Franchise ; and any other insurance we may reasonably require. The cost of these policies will vary depending on the insurance carrier charges, terms of payment and your history. All insurance must be issued by an insurance carrier acceptable to us. Our standards and specifications for insurance coverage are intended as "minimum" standards. Therefore, you should review your insurance coverage and policies with your insurance agent/broker to determine if additional coverage is necessary, appropriate or desired by you. If you fail to obtain the required insurance coverage, our System Standards currently provide that we may purchase it for you and charge you for doing so. We may change these insurance requirements, upon reasonable notice to you, to conform to reasonable business practices. Each insurance policy that is required under this Agreement must contain a provision that the policy cannot be cancelled, amended, renewed, or expired without at least 30 days prior written notice to us. Upon our request, you must submit a certification of insurance to us which demonstrates compliance with this Section.

12.9 ***Compliance with Laws and Good Business Practices***. You will secure and maintain in force in your name all required licenses, permits, approval and certificates relating to the operation of the Soccer 5® Franchise and each Event you operate, organize or develop and the Products or the Services you market, sell, distribute, perform, render or provide. You will operate the Soccer 5® Franchise in full compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to occupational hazards and health, parks and recreational activities, sporting and social activities, safety, privacy, worker's compensation insurance, unemployment insurance, event permitting, workplace safety, and withholding and payment of federal and state income taxes, social security taxes and sales taxes. You will, in all dealings with Customers, suppliers, us and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the System, the Marks and other Soccer 5® Franchises.

12.10 ***Required Telephone Numbers***. You will secure and maintain, at all times during the Term, in addition to any telephone numbers for general business purposes and at your sole expense, separate telephone lines which must be reserved for registration purposes, and all calls to this number must be forwarded to the National Customer Service Center. Your telephone numbers must be maintained at all times during the Term. You also agree to sign our Customer Service Center Agreement, attached as an exhibit to our Franchise Disclosure Document.

12.11 ***Time to Commence Business***. You must commence operation of your Soccer 5® Franchise within 6 months from the completion of the Phase I Training, or we have the right to terminate this Agreement.

12.12 ***Authorized Products and Services***. You must offer for sale all products and services which we designate for the System, including any additional Services, or Products we may now or in the future specify and any other ancillary products and services which we prescribe. You further agree to only sell those goods and services which we prescribe or otherwise authorize. You may not offer any other products for sale, rent or lease without having received our prior written authorization. You must at all times maintain sufficient levels of inventory as specified in the Manual, to adequately satisfy consumer

demand. You must offer and sell all private label products which we may now or in the future designate for sale by System franchisees.

12.13 ***Operations.***

(a) you must operate your Soccer 5® Franchise for at least those months, hours and days that we specify in the Manual;

(b) you must employ a sufficient number of qualified, competent personnel, offer prompt, courteous and efficient service to the public, and otherwise operate the Soccer 5® Franchise in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System;

(c) you must perform appropriate screening and background checks on Event Personnel (i.e. volunteer coaches, coordinators, referees, etc.) and other employees as and when directed by us, and to make such information available to Franchisor; and

(d) you must sell and honor coupons in accordance with our System Standards.

13. ADVERTISING AND PROMOTION

13.1 ***Generally***. All your advertising must conform to all provisions of this Agreement. All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and promotion policies that we prescribe from time to time. In no event will your advertising contain any statement or material which may be considered: (a) in bad taste or offensive to any group or person; (b) defamatory on any person or an attack on a competitor; (c) inconsistent with our public image; or (d) not in accord with System Standards. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval before you use them. If you do not receive our written disapproval or approval within 30 days after our receipt of such materials, we will be deemed not to have given the required approval. You may not use any advertising or promotional materials that we have disapproved or have not approved in writing.

13.2 ***Local Advertising and Promotion***. You are required to spend 1-2% of Network Revenues monthly on local advertising and promotion in accordance with an annual plan approved by us and our standards and specifications (the "**Local Advertising Requirement**"). You must spend the local advertisement requirement as we prescribe in the Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements, including direct mailing solicitations. The Local Advertising Requirement must be expended within your Network Area. You acknowledge and agree that your local advertising obligation must be expended regardless of the amount(s) spent by other System Franchisees on local advertising. You may spend any additional sums you wish on local advertising. You must submit samples of all local advertising and promotional materials, not prepared or previously approved by us, for approval at least 14 days prior to their use. You will submit to us an annual plan for your expenditure of your local marketing budget. You must send us proof of these expenditures on a monthly basis, or in any other manner as we may specify.

13.3 ***Grand Opening Advertising***. During the Term and any exercised renewal thereof, you will spend a minimum of $5,000 for grand opening advertising and advertise as prescribed in our Manuals and intranet. We reserve the right to audit your financials and you will be in breach of this Agreement if you fail to adhere to these local advertising minimums.

13.4 ***National Brand Fund***. Recognizing the value of advertising and marketing to the goodwill and public image of Soccer 5® Franchises, we may establish a system-wide National Brand Fund (the "**National Brand Fund**") for such advertising, marketing and public relations programs and materials we deem necessary or appropriate. We reserve the right to defer or reduce National Brand Fund Contributions of a Soccer 5® Franchise; and upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund. If the Brand Fund is terminated, all unspent monies on the date of termination will be distributed to our Franchisees in proportion to their respective contributions to the National Brand Fund during the preceding 12-month period. We and our affiliates will contribute to the National Brand Fund on the same basis as Franchisees for any Soccer 5® Franchise we or they own and operate.

13.5 ***Use of the Funds***. We or our designee will direct all programs financed by the National Brand Fund, including the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the National Brand Fund may be used to pay the costs of preparing and producing video, e-commerce, website or software enhancements, audio and written advertising materials; developing and servicing corporate accounts; evaluating new Event development, operation or marketing techniques, services or products; research and development of marketing materials; administering regional and multiregional advertising programs, including, without limitation, purchasing e-commerce rights, services, direct mail and other media advertising and employing advertising, promotion and marketing agencies; and supporting public relations, market research, establishing, developing, maintaining, servicing or hosting Websites or other e-commerce programs, and other advertising, promotion and marketing activities. The National Brand Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

13.6 ***Accounting for the National Brand Fund***. The National Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the National Brand Fund and its programs, including, without limitation, conducting market surveys, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the National Brand Fund. We may spend, on behalf of the National Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Soccer 5® Franchises to the National Brand Fund in that year, and the National Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use . All interest earned on monies contributed to the National Brand Fund will be used to pay advertising costs before other assets of the National Brand Fund are expended. We will prepare a periodic statement of monies collected and costs incurred by the National Brand Fund and furnish the statement to you upon written request. We have the right to cause the National Brand Fund to be incorporated or operated through a separate entity at such time as we deem appropriate, and such successor entity will have all of the rights and duties specified in this Agreement.

13.7 ***National Brand Fund Limitations***. You acknowledge that the National Brand Fund is intended to maximize recognition of the Marks, Copyrights and patronage of Soccer 5® Franchises. Although we will endeavor to utilize the National Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all Soccer 5® Franchises, we undertake no obligation to ensure that expenditures by the National Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the National Brand Fund by Soccer 5® Franchises

operating in that geographic area or that any Soccer 5® Franchise will benefit directly or in proportion to its contribution to the National Brand Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the National Brand Fund.

13.8 ***Telephone Directory Advertisements***. At your expense, you must obtain your telephone number and list and advertise your Soccer 5® Franchise as we specify, utilizing our standard forms of listing and classified directory advertisements. You must sign and deliver to us our Conditional Assignment of Telephone Numbers and Listings in the form attached as an exhibit to our Franchise Disclosure Document.

14. CUSTOMER SERVICE

You are responsible for providing customer service to Customers who purchase the Products or the Services and to all referral sources. In that connection, you will act as our intermediary with Customers to timely respond to any of their concerns and questions. You agree to provide the highest standard of Customer service in connection with the provision or sale of the Services to ensure complete Customer satisfaction. You must also cooperate with us to honor any refund policies that we develop from time to time. In that connection, to the extent we refund any fees for Services we have received from Customers in the Network Area, we will be entitled to a refund (which may be exercised by setoff).

15. RELATIONSHIP OF THE PARTIES

15.1 ***Independent Contractors***. We do not have a fiduciary relationship with you. You and we are independent contractors. Neither you nor we are general or special agents, representatives, joint venturers, partners or employees of the other for any purpose whatsoever. Since you are an independent contractor, you will not be entitled to workers' compensation, unemployment compensation, or any other statutory or regulatory benefit or right predicated on an employer-employee relationship. We have no obligation to carry workers' compensation coverage or pay unemployment compensation taxes or withhold any amounts from payment to you for federal income taxes or for federal social security taxes, unless otherwise required by applicable laws and regulations. You will file all federal income tax forms required of an independent contractor. We have no obligation to provide you with any employment and fringe benefits that we may provide to employees, such as health insurance, for example. The foregoing also applies to any relationship we have with your personnel, Event Personnel, agents or other employees.

15.2 ***Safety***. You recognize and agree that although we may provide you training, general advice or guidance regarding the manner in which you, your Event Personnel and other personnel are to conduct themselves in connection with the operation of your Soccer 5® Franchise, we do not establish, designate or approve, and you are solely responsible for training your personnel with respect to procedures and policies for the safe operation of your Soccer 5® Franchise and the provision or rendering, performance or distribution of the Products or the Services. You, not us, are solely responsible for training your personnel to conduct sporting and other activities in a manner that does not expose us, you, your personnel or others to risk of danger or prosecution. Any guidance, training or assistance we provide to you is not construed to be a designation or approval of safety techniques.

15.3 ***Taxes***. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, payroll, property or other taxes, whether levied upon you or your Soccer 5® Franchise , in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your responsibility.

16. **INDEMNIFICATION**

16.1 ***By You***. You agree to indemnify, defend and hold us, our affiliates and our respective shareholders, directors, officers, employees, agents, successors and assignees (the "**Indemnified Parties**") harmless against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes described in this Agreement (including any income tax or excise tax which we are required to pay due to your activities in any state) and any and all claims and liabilities directly or indirectly arising out of the Soccer 5® Franchise operation (even if our negligence is alleged) or your breach of this Agreement. For purposes of this indemnification, "**claims**" includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

16.2 ***Contribution***. Without limiting any rights or obligations to indemnify and defend, if for any reason the parties are found by a court of competent jurisdiction to be liable or otherwise responsible and that indemnification will not be permitted, you will pay to us an amount equal to 95% of that amount (and we will pay only 5% of that amount). We may pay such apportionment without any waiver of our right to challenge or otherwise appeal any award against us.

16.3 ***Survival***. All indemnification obligations described in this Agreement will continue in full force and effect after the expiration or termination of this Agreement.

16.4 ***Defense Costs***. All indemnification obligations include the reimbursement of attorneys' fees and associated costs of defending against the claims.

17. **REPORTS, FINANCIAL STATEMENTS, INSPECTIONS AND AUDITS**

17.1 ***Our Right to Inspect the Soccer 5® Franchise***. To determine whether you are complying with this Agreement and all System Standards, we and our designated agents have the right at any time during your regular business hours, and upon 72 hours prior notice to you, without disrupting your business, to:

(a) inspect the Soccer 5® Franchise and any Events it develops, markets or operates;

(b) observe, photograph and videotape the operations of the Soccer 5® Franchise and any Events it develops, markets or operates for such consecutive or intermittent periods as we deem necessary;

(c) remove or otherwise receive or obtain samples of any products, services. materials or supplies for testing, evaluation or analysis;

(d) interview personnel and Customers of the Soccer 5® Franchise ; and

(e) inspect and copy any books, records and documents relating to your operation of the Soccer 5® Franchise.

You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, product removal, service testing and interviews. You agree to present to your Customers such evaluation forms that we periodically prescribe and to participate and/or request your Customers to participate in any surveys performed by us or on our behalf. You must immediately correct or repair any unsatisfactory conditions we specify.

17.2 ***Our Right to Audit***. We have the right at any time during your business hours, and upon 72 hours prior notice to you, and without disrupting your business activities, to inspect and audit, or cause to be inspected and audited, your (if you are a Business Entity) and the Soccer 5® Franchise's business, bookkeeping and accounting records, sales and income tax records and returns and other records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. If our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis, or if the information is not accurate (i.e., your Network Revenues are understated by 2% or more or Royalty Fees or advertising requirements are underpaid by 3% or more), you agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees, plus an audit fee of 10% of those expenses. You also must immediately pay us any shortfall in the amounts you owe us, including late fees and interest. The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

17.3 ***Books and Records***. You must establish and maintain, at your expense, a bookkeeping, accounting, and record keeping system conforming to the requirements prescribed by us from time to time. You must sign, verify, and furnish the following reports, financial statements, and returns to us in the form prescribed by us:

(a) Within 30 days after the end of each quarter, a profit and loss statement.

(b) Within 60 days after the end of the fiscal year a profit and loss statement, balance sheet, and cash flow statement for the immediately preceding fiscal year reflecting all year-end adjustments.

18. TRANSFER

18.1 ***By Us***. This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests.

18.2 ***By You***. You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the Soccer 5® Franchise may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "**transfer**" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in this Agreement, you or the Soccer 5® Franchise. An assignment, sale, gift or other disposition includes the following events:

(a) transfer of ownership of 25% of the capital stock, membership interest or a partnership interest;

(b) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;

(c) any issuance or sale of your stock or any security convertible to your stock;

(d) transfer of an interest in you, this Agreement or the Soccer 5® Franchise in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;

(e) transfer of an interest in you, this Agreement or the Soccer 5® Franchise , in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or

(f) pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the Soccer 5® Franchise or your transfer, surrender or loss of possession, control or management of the Soccer 5® Franchise.

18.3 ***Conditions for Approval of Transfer***. If you (and your owners) are in full compliance with this Agreement, then subject to the other provisions of this Section, we will approve a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be individuals of good character and otherwise meet our then applicable standards for Soccer 5® Franchise owners. A transfer of ownership, possession or control of the Soccer 5® Franchise may be made only in conjunction with a transfer of this Agreement. If the transfer is of this Agreement or a controlling interest in you, or is one of a series of transfers which in the aggregate constitute the transfer of this Agreement or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

(a) you received written approval from us of all advertising and promotional materials in connection with the franchise for sale opportunity prior to your use of such materials, if not prepared or previously approved by us;

(b) the transferee has sufficient business experience, aptitude and financial resources to operate the Soccer 5® Franchise;

(c) you have paid all amounts owed for purchases from us and all other amounts owed to us or to third party creditors and have submitted all required reports and statements;

(d) the transferee (or its owners) have agreed to complete our standard training program, at their expense;

(e) the transferee has agreed to be bound by all of the terms and conditions of this Agreement;

(f) the transferee has entered into our then-current form of Territory Franchise Agreement for a term ending on the expiration date of this Agreement and requiring no initial franchise fee;

(g) the transferee agrees to upgrade the Soccer 5® Franchise to conform to our then-current System Standards and other standards and specifications including, but not limited to, territory size and make-up;

(h) Prior to the date the parties close on the contemplated assignment/transfer at issue, you or the transferee pay us a transfer fee in the amount of 25% of our then-current initial franchise fee for each Soccer 5® Franchise being transferred to defray expenses we incur in connection with the transfer, including the costs of technology licensing, software/website configuration, administrative costs, and training the transferee (or its owners) and other personnel. You and/or transferee must also pay any and all broker fees associated with the proposed assignment as a condition to our approval;

(i) you (and your transferring owners) have signed a general release, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;

(j) we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Soccer 5® Franchise ;

(k) if you or your owners finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your owners have reserved in the Soccer 5® Franchise are subordinate to the transferee's obligation to pay Royalties, Brand Fund Contributions and other amounts due to us and otherwise to comply with this Agreement;

(l) you and your transferring owners (and your and your owners' spouses and children) have signed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in this Agreement;

(m) you and your transferring owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other Soccer 5® Franchises you own and operate) identify yourself or themselves or any business as a current or former franchisee of ours, use any Mark, any colorable imitation of a Mark or Copyright, or other indicia of an Soccer 5® Franchise in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us; and

(n) you and your transferring owners have agreed that you will provide guidance and support related to existing Customers, venues, officials, personnel, marketing, and compliance of System Standards at the discretion of the transferee for a period amounting to the longer of (i) 60 days from the date of the transfer, or (ii) the first 3 weeks of first season operated by transferee.

18.4 ***Transfer to a Business Entity***. If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the Soccer 5® Franchise and, if applicable, other Soccer 5® Franchises so long as you own, control and have the right to vote 51% or more of the Business Entity's issued and outstanding ownership interests (like stock, membership

interests or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of your obligations under this Agreement. We will not charge you a transfer fee if you transfer your Soccer 5® Franchise to an existing co-owner, spouse, or direct descendant.

18.5 ***Transfer Upon Death or Disability***. Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, we may require you (or such owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than 1 month but not more than 6 months from the date of death or disability. Such disposition will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the Soccer 5® Franchise.

18.6 ***Operation Upon Death or Disability***. If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the Soccer 5® Franchise is not being managed by a trained manager, your or such owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or disability, appoint a manager to operate the Soccer 5® Franchise. Such manager will be required to complete training at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the Soccer 5® Franchise is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the Soccer 5® Franchise. All funds from the operation of the Soccer 5® Franchise during the management by our appointed manager will be kept in a separate account, and all expenses of the Soccer 5® Franchise, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable management fee (in addition to the Royalty Fees, monies retained by us for Products and National Brand Fund Contributions payable under this Agreement) during the period that our appointed manager manages the Soccer 5® Franchise. Operation of the Soccer 5® Franchise during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by the Soccer 5® Franchise or to any of your creditors for any products, materials, supplies or services the Soccer 5® Franchise purchases during any period it is managed by our appointed manager.

18.7 ***Effect of Consent to Transfer***. Our consent to a transfer of this Agreement and the Soccer 5® Franchise or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the Soccer 5® Franchise or transferee or a waiver of any claims we may have against you (or your owners) or

of our right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement.

18.8 ***Our Right of First Refusal***. If you (or any of your owners) at any time determine to sell, assign or transfer for consideration an interest in this Agreement and the Soccer 5® Franchise or an ownership interest in you, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of 5% or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror and, in the case of a publicly held corporation or limited partnership, copies of the most current annual and quarterly reports and Form 10K) and within 5 days of receipt submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in you or in this Agreement and the Soccer 5® Franchise and may not include an offer to purchase any of your (or your owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or in this Agreement and the Soccer 5® Franchise must reflect the bona fide price offered and not reflect any value for any other property or rights. We have the right, exercisable by written notice delivered to you or your selling owner(s) within 30 days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

(a) we may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);

(b) our credit will be deemed equal to the credit of any proposed purchaser;

(c) we will have not less than 30 days after giving notice of our election to purchase to prepare for closing; and

(d) we are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to: (i) ownership and condition of and title to stock or other forms of ownership interest and/or assets; (ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and (iii) validity of contracts and the liabilities, contingent or otherwise, of the corporation whose stock is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for a period of 2 years commencing on the date of the closing, you and they will be bound by the non-competition covenant contained this Agreement. You and your selling owner(s) further agree that you and they will, during this same time period, abide by the restrictions of this Agreement. If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30-day period following either the expiration of such 120-day period or notice to us of

the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option. You also agree that, for a period of 2 years commencing on the date of the closing, you and your selling owner(s) will be bound by the non-competition covenant contained this Agreement. You and your selling owner(s) further agree that you and they will, during this same time period, abide by the restrictions of this Agreement.

19. **RESTRICTIVE COVENANTS**

19.1 ***Confidential Information***. During the Term, we will give you, and you will have access to, a variety of information concerning us and our business including: the Manual; System Standards; Services; methods for operating, managing, developing or coordinating Events; Product or Service Sales, marketing, distribution, performance, provision or rendering methods, techniques, equipment or supplies; Customer Liaison recruitment, training, coordination, recruiting, marketing or compensation methods; Event registration and sports statistics tracking and reporting methods, and techniques; Customer lists; referral sources; billing and collection methods; financial information; makeup and functions of the Software, Computer System or Billing System; other information about us and information about our Approved Suppliers; strategic partners, business plans, employees, and independent contractors (collectively, the "**Confidential Information**"). You acknowledge that we have expended and continue to expend great amounts of time, money and effort in devising and processing the Confidential Information. We consider the Confidential Information confidential and our trade secrets, where applicable.

19.2 ***Restrictions On Use***. You will use your best efforts and diligence both during and after your engagement by us to protect the Confidential Information and our Customer goodwill. You will not, directly or indirectly, use (for yourself or others) or disclose any of the Confidential Information for so long as it remains proprietary or protectable as confidential or trade secret information, except as may be necessary for the performance of your duties on our behalf.

19.3 ***Notices***. If you or anyone to whom you transmit the Confidential Information becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar process) to disclose any Confidential Information, you must immediately notify us in writing so that we may seek a protective order or other remedy. In any event, you will furnish only that portion of the Confidential Information which is legally required and exercise your best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

19.4 ***Return***. Upon termination, expiration or non-renewal, or any other time at our request, you must promptly deliver to us any and all documents or other materials (including information embodied in intangible form, e.g., in computer memory) in your possession or control relating, directly or indirectly, to any Confidential Information and all copies of it without retaining any copies, duplicates, extracts or portions of it.

19.5 ***Competitive Activities***. You acknowledge our legitimate business interest in the Confidential Information, and customer goodwill associated with our Services. Accordingly, during the Term, and for a period of 2 years following its expiration or termination for any reason, unless we otherwise permit in writing, you must not, directly or indirectly (whether as owner, partner, associate, agent, consultant, employee, stockholder, officer or otherwise of another or on your own account), do any of the following:

(a) (a) Participate in the development of, or engage in, or market, sell, distribute, render, provide, perform or sell the Products or the Services or similar products or services, or

contribute your knowledge to any work or activity that relates to or involves any of the Confidential Information or is in any way engaged in the operation, licensing, franchising of consulting with any business offering, developing, marketing, organizing, providing, promoting, coordinating or selling amateur, adult, youth or corporate sports leagues, tournaments, sporting related camps, umpire training, sporting clinics, sport related training programs, sport or social activities, or participation in them, and related services or products, like uniforms, T-shirts, jackets, shorts, hats, caps, visors, sporting equipment, trophies, beverages and food (a "**Competitive Business**"): (i) within the Network Area; (ii) within any geographic territory that we have assigned to any one of our or other Soccer 5® Franchises or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within forty (40) miles of any Network Area in existence or under development during the Term or as of the date of termination of this Agreement.

(b) Induce or attempt to induce, or solicit any of our or other Soccer 5® Franchise's strategic partners, Customers of the Services, referral sources or employees, sales associates , Event Personnel or other independent contractors to accept employment or an affiliation involving work that may be competitive to our (or our affiliates') businesses or otherwise with any Competitive Business of which you are an employee, owner, partner, shareholder, consultant or agent, or which may reasonably relate to any of the Confidential Information, the Products, the Services or products or services similar to the Products or the Services; and/or

(c) Solicit, divert, contact, take away or interfere with, for any competitive purpose, any of our businesses, Customers, venues, referral sources, insurers, suppliers, trade or patronage with whom we (or our affiliates) do business or whom you know we have contacted or solicited for business relationships, or those of any of our affiliates or franchisees, as of the date of termination of this Agreement.

19.6 ***Injunction***. Due to our interest in the Confidential Information and Customer goodwill, you agree that damages cannot fully compensate us if you breach this Agreement. Thus, if you breach this Agreement, we are entitled to an injunction restraining you from any further breach. We may obtain the injunction without bond and without notice. Your only remedy if such an injunction is issued is its dissolution, if warranted, upon an appropriate hearing. You waive any claims for damages as a result of the obtaining of any such injunction.

19.7 ***Extension of Time Period***. The time period during which you are to refrain from the activities described in this Section, will be extended by any length of time during which you are in breach of this Agreement. This Agreement will continue through the duration of the extended time periods.

19.8 ***Suspension of Compensation***. We will not be required to pay you any Commissions due you during any period of time in which you are in breach of this Section of this Agreement. Upon such a breach, you forfeit payment of all Commissions then due as a setoff against our damages until the amount has been otherwise determined in judicial proceedings. This setoff does not constitute liquidated damages.

20. TERMINATION

20.1 ***Immediate/By Us***. Without limiting any of our rights to terminate this Agreement upon your breach of it, we may, at any time, terminate this Agreement effective immediately upon written notice if you:

(a) you or any of your owners are convicted by a trial court of, plead no contest or enter into a consent decree in connection with any violation of the rules of the Securities and Exchange Commission, NASDAQ, franchise laws, state securities laws, or any felony or other crime or offense that is likely to adversely affect your reputation, our reputation or otherwise involving any breach of trust; or to any crime or offense that may adversely affect the reputation of the goodwill associated with the Marks or engages in any misconduct which unfavorably affects your reputation or any of your owners (including, but not limited to, child abuse or other mistreatment, health or safety hazards, drug or alcohol problems, or allowing unlawful activities or unauthorized or illegal items to be used or distributed in connection with the franchised business); or

(b) make any unauthorized direct or indirect assignment of this Agreement; or

(c) make any unauthorized use, duplication or disclosure of any Confidential Information, make any unauthorized use of the Marks, or use, duplicate, or disclose any portion of the Manual or you and/or any other person/entity violates any restriction on ownership, operation etc. of a similar business; or

(d) you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a Business Entity, become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for 30 days or longer (unless supersedeas bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within 30 days; or if the real or personal property of the Soccer 5® Franchise shall be sold after levy thereupon by any sheriff, marshal, or constable; or

(e) you or any of your owners (and/or any of your affiliate and/or any affiliate's owner) makes any knowing misrepresentation or omission to us or any affiliate, including, but not limited to, any misrepresentation of gross revenue and/or any amounts due us and/or any affiliate and/or commits any other act or omission constituting fraud, misrepresentation or similar act or omission, whether with respect to us, any related entities and/or any third party (you agree that any fraud, misrepresentation or similar act or omission by you, etc. is by its nature incurable, since it would adversely affect the goodwill associated with the Marks and/or irrevocably damage the relationship between you and us); or

(f) failure to operate the franchised business; or

(g) you, any of your employee or principal owner fails to successfully complete the initial training program; or

(h) you or any of your owners abandon or fail to operate the franchised business for 5 consecutive days during which you are required to operate the business under the terms of this Agreement, or any shorter period after which it is not unreasonable under the facts and

circumstances for us to conclude that you do not intend to continue to operate the business, unless such failure to operate is due to fire, flood, earthquake, or similar causes beyond your control, or surrender or transfer control without our prior written approval; or

(i) you fail, for a period of 10 days after notification of non-compliance, to comply with any federal, state or local law or regulation applicable to the operation of the franchised business or you fail to comply with all Anti-Terrorism Laws (defined below), or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; or

(j) you violate any material law pertaining to the operation of the franchised business, whether or not you receive notice of non-compliance; or

(k) there are 5 or more customer complaints with respect to your franchised business in any 12-month period, whether or not resolved; or

(l) you have failed to retain (or otherwise failed to produce on request) any records required to be maintained by our record retention policy or otherwise are required for us to confirm your compliance with the provisions of this or any other agreement; or

(m) you breach the non-disclosure provision pertaining to this Agreement; or

(n) you or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; or

(o) you offer any unauthorized and unapproved products or services at or from the Soccer 5® Franchise; or

(p) you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier or which we have not approved; or

(q) you misuse or make unauthorized use of our or our affiliate's proprietary or approved software, if any, or any web page, intranet, or extranet system provided for use in connection with the operation of the Soccer 5® Franchise; or

(r) you fail to maintain insurance or to repay us for insurance paid for by it, or otherwise fail to adhere to our insurance requirements; or

(s) you fail to comply with the Anti-Terrorist provisions of this Agreement or

(t) you take for your own personal use any assets or property of the Soccer 5® Franchise , including employee taxes, FICA, insurance or benefits;

(u) if there are insufficient funds in your bank account to cover a check or EFT payment to us 3 or more times within any 12-month period; or

(v) if we provide you with a default letter detailing your non-compliance with a purchasing or brand compliance issue (after we have already provided you with a warning letter with respect to that issue), and you fail to cure or correct your non-compliance (as appropriate) within the time prescribed in the default letter.

20.2 ***Notice/By Us***. We may terminate this Agreement effective 30 days after notice to you if you have materially breached this Agreement and do not cure such breach within 30 days' notice of the breach; or if the breach cannot reasonably be cured within such 30-day period, you do not commence within such 30-day period reasonable good faith efforts to do so and continue them until cure is accomplished:

(a) fail to report accurately the gross revenue of the franchised business; or fail to submit, in fully accurate and complete form and when required, any other report due under this Agreement; or fail to make payments of any amounts due us, any affiliate and/or any supplier/creditor of ours; or

(b) fail to remain current in your obligations to taxing authorities, suppliers or others; or fail to comply with any other provision of this Agreement, or any other agreement with us and/or any affiliate of ours, or any specification, standard or operating procedure or rule prescribed by us (including reporting requirements); and, in any such case, do not: (i) correct such failure within 30 calendar days after written notice of such failure to comply is mailed to you; or (ii) if such failure cannot reasonably be corrected within such 30-day period, undertake within 30 calendar days after such written notice is mailed to you, and diligently continue until completion, efforts to bring the franchised business into full compliance and furnish, at our request, proof acceptable to us of such efforts and the date full compliance will be achieved; provided that, in any event, such defaults must be fully cured within 90 calendar days after such written notice is mailed to you; or

(c) if you (and/or any affiliate) have (i) defaulted, on 2 or more separate occasions within any period of 12 consecutive months, or on 3 or more separate occasions within any period of 24 consecutive months, in any obligation(s) (whether the same or different), whether or not such defaults are timely corrected, or (ii) have committed any default, or have violated any material obligation to us and/or any of our related persons/entities, which is incurable, or (iii) have committed any material default, or have violated any material obligation to us and/or any of our related persons/entities, which remains uncured after any applicable cure period, whether under this Agreement, any other agreement with us and/or any of our affiliates, the Manual or otherwise, then we may cancel any and/or all of your rights of first refusal, and/or any other territorial or similar rights, whether arising under this Agreement, any other agreement and/or otherwise; or

(d) if you fail to commence operations of the Soccer 5® Franchise within the time prescribed by this Agreement; or

(e) if you fail, in our sole discretion, to personally supervise day-to-day operation of the Soccer 5® Franchise or fail to employ a sufficient number of qualified, competent personnel as required from time to time; or

(f) if you conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the Products or Services offered through the System.

20.3 ***Cross Defaults, Non-Exclusive Remedies, etc.*** Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any affiliate of ours) and you (or any of your affiliate). Any default by you (or any person/company affiliated with you) under any other agreement, between us (or any of our affiliate) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliate) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any loan agreement, security interest or otherwise, whether with us, any of our affiliate and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliate) and you (or any of your affiliate). In each of the foregoing cases, we (and any of our affiliate) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

20.4 ***Step-in Rights***. If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the franchised business which would cause harm to the franchise system and thereby lessen its value, you authorize us to operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the franchised business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern. We will keep in a separate account all monies generated by the operation of your business, less the expenses of the business, including reasonable compensation and expenses for our representatives. In the event of the exercise of the Step-In Rights by us, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of our Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

20.5 ***Obligations Upon Termination***. Upon any expiration or termination of this Agreement for any reason, you must, at your cost and expense:

(a) immediately cease to use any of the Confidential Information, the Copyrights and the Marks;

(b) immediately return to us all of your copies of any materials containing any of the Confidential Information or any materials bearing the Copyrights or the Marks;

(c) cooperate in assigning to us any and all vendor agreements or sales or service contracts for the Products or the Services with Customers of your Soccer 5® Franchise, which will be automatic at our option as a result of the termination or expiration;

(d) immediately cease all use of our Marks and Copyrights, including any of our marketing materials, brochures, and/or social media accounts, and stop holding yourself out to the public as associated with us in any way;

(e) immediately terminate your access to the e-commerce activities we designate and assign to us all telephone numbers, e-name and directory listings associated in any way with the Soccer 5® Franchise, our trade name, Marks or Copyrights, and/or any social media or social networking sites associated with your Soccer 5 Franchise, and direct the appropriate service provider to transfer all pursuant to the Assignment of Telephone Numbers and Listings attached as an Exhibit to our Franchise Disclosure Document or, if we direct, to disconnect the numbers;

(f) immediately pay us all unpaid fees and pay us, our affiliates, and our approved and designated suppliers and vendors, all other monies owed;

(g) comply with the post-termination covenants set forth in this Agreement, all of which will survive the transfer, termination or expiration of this Agreement; and

(h) at our option, assign us any and all existing Venue contracts that we designate pursuant to the form of Conditional Assignment of Venue Contracts attached as an exhibit to our Franchise Disclosure Document which you must sign contemporaneously with this Agreement.

20.6 ***Liquidated Damages***. Upon termination of this Agreement according to its terms and conditions, you agree to pay to us within 15 days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees you paid during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in 2 full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower. The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith estimate of those damages. The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

20.7 ***Survival***. All obligations under this Agreement (whether yours or ours) which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after and notwithstanding the expiration or termination of this Agreement until such provisions are satisfied in full or by their nature expire.

21. NOTICES.

21.1 ***Notices***. All written notices and reports permitted or required under this Agreement or by the Manuals will be deemed delivered:

(a) at the time delivered by hand;

(b) 1 business day after transmission by facsimile, telecopy or other electronic system (including e-mail);

(c) 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

(d) 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

All such notices must be addressed to the parties as follows:

If to Us: Soccer 5 Franchise LLC
8011 SW 127 Avenue, Miami, Florida 33183
Attn: _____

Copy to: Samuel Persaud, Esq.
9100 South Dadeland Boulevard, Suite 400
Miami, Florida 33156
Telephone: (305) 273-4200
Facsimile: (305) 847-0581

If to You: _____

_____

_____

Attention: _____

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or properly placed in the U.S. Mail and postmarked by postal authorities at least 3 business days prior thereto, or for which the receipt from the commercial carrier service is not dated at least 2 business days prior thereto) will be deemed delinquent.

21.2 ***Electronic Mail***. You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and affiliates (the "**Official Senders**") to you during the term of this Agreement. You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Agreement.

22. **NO GUARANTIES**

We disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of sports and recreational related businesses generally, the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of Soccer 5® Franchises. You acknowledge that:

(a) any statements regarding the potential or probable revenues, sales or profits of the business venture are made solely in the Disclosure Document delivered to you prior to signing this Agreement;

(b) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing Soccer 5® Franchises that is not contained in our Franchise Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately;

(c) any information you obtained from our franchise associates relating to revenues, sales, profits or otherwise does not constitute information obtained from us and we do not warrant or guaranty the accuracy of any such information; and

(d) you have not received or relied on any representations about the Soccer 5® Franchise made by us, or our officers, directors, employees or agents that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement.

23. **REPRESENTATIONS**

To induce us to enter into this Agreement with you, you represent and warrant that:

(a) in all of your dealings with us, our officers, directors, employees and agents act only in a representative capacity or agency capacity for an Soccer 5® Franchise and not in an individual capacity;

(b) this Agreement, and all business dealings between you and such individuals as a result of this Agreement, are solely between you and us;

(c) you have made no misrepresentations in obtaining the Franchise;

(d) you have read this Agreement and our Disclosure Document in their entirety; and

(e) you understand that we do not grant a Franchise to you and this Agreement is not effective until we sign this Agreement (and all associated agreements between you and us or our affiliates).

24. **ENFORCEMENT.**

24.1 ***Severability; Substitution of Valid Provisions***. Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provisions will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any BURGER 21® System Standard is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

24.2 ***Waivers***. We will not be deemed to have waived our right to demand exact compliance with any of the terms of this Agreement, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not affect our rights with respect to any later breach by you or anyone else.

24.3 ***Limitation of Liability***. Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from:

(a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof;

(b) acts of God;

(c) acts or omissions of a similar event or cause.

However, such delays or events do not excuse payments of amounts owed at any time.

24.4 ***Approval and Consents***. Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

24.5 ***Waiver of Punitive Damages***. EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

24.6 ***Limitations of Claims*****.** ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN ONE YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF GROSS SALES; (B) UNDER-PAYMENT OF AMOUNTS OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

24.7 ***Governing Law*****.** EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY FLORIDA LAW (WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES), EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND FRANCHISE OWNER, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. ALL MATTERS RELATING TO ARBITRATION ARE

GOVERNED BY THE FEDERAL ARBITRATION ACT. References to any law or regulation also refer to any successor laws or regulations and any implementing regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

24.8 ***Jurisdiction*****.** YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN THE COUNTY IN WHICH OUR PRINCIPAL BUSINESS OFFICE IS LOCATED AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES IN ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION OR THE RIGHT OF THE PARTIES TO CONFIRM OR ENFORCE ANY ARBITRATION AWARD IN ANY APPROPRIATE JURISDICTION.

24.9 ***Waiver of Jury Trial*****.** YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

24.10 ***Cumulative Remedies***. The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

24.11 ***Costs and Attorneys' Fees***. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys' fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement.

24.12 ***Binding Effect***. This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators.

24.13 ***Entire Agreement***. This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement, except for the information contained in our Franchise Disclosure Document. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. Nothing in this Agreement or any related agreement is intended to disclaim the representation made in the Franchise Disclosure Document.

24.14 ***No Liability to Others; No Other Beneficiaries***. We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

24.15 ***Construction***. The headings of the sections are for convenience only. If two or more persons are at any time franchise owners hereunder, whether or not as partners or joint venturers, their

obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original. "**A or B**" means "**A**" or "**B**" or both.

24.16 ***Certain Definitions***. The term "**family member**" refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses. The term "**affiliate**" means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person or controlled by a person. The terms "**franchisee, franchise owner, you and your**" are applicable to one or more persons, a Business Entity, as the case may be. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine. The term "**person**" includes individuals or Business Entities. The term "**section**" refers to a section or subsection of this Agreement. The word "**control**" means the power to direct or cause the direction of management and policies. The word "**owner**" means any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

24.17 ***Timing is of the Essence***. It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "**from**" and "**commencing on**" (and the like) mean "**from and including**"; and the words "**to**," "**until**" and "**ending on**" (and the like) mean "**to but excluding**." Indications of time of day mean Tampa, Florida time.

25. DISPUTE RESOLUTION

25.1 ***Mediation***. During the term of this Agreement, certain disputes may arise between you and us that may be resolvable through mediation. To facilitate such resolution, you and we agree that each party must, before commencing any arbitration or lawsuit proceedings, submit the dispute for non-binding mediation at a mutually agreeable location (if you and we cannot agree on a location, the mediation will be conducted at our headquarters) to one mediator, appointed under the American Arbitration Association's Commercial Mediation Rules. The mediator will conduct a mediation in accordance with such rules. You and we agree that any statements made by either you or us in any such mediation proceeding will not be admissible in any subsequent arbitration or other legal proceeding. Each party will bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate. Nevertheless, both you and we have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction.

25.2 ***Survival***. This provision continues in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement for any reason.

26. COMPLIANCE WITH ANTI-TERRORISM LAWS

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to

terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, constitutes good cause for immediate termination of this Agreement.

Intending to be bound, you and we sign and deliver this Agreement in one or more counterparts on the Agreement Date.

"**US**":	"**YOU**":
SOCCER 5 FRANCHISE LLC	_____ [*Business Entity Name*]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

[Signature page to Soccer 5® USA Territory Franchise Agreement]

EXHIBIT A

SITE AND NETWORK AREA

The Site of your Soccer 5® Franchise is:

_____
_____
_____

Franchise Network Area is:

_____
_____
_____

___ Check if map attached

SOCCER 5 FRANCHISE LLC

_____
[*Business Entity Name*]

By:_____
Name:_____
Title:_____
Date:_____

By:_____
Name:_____
Title:_____
Date:_____

MAP OF NETWORK AREA

EXHIBIT B

10-YEAR BUDGET

EXHIBIT C

INDEX OF DEFINED TERMS

Additional Training....13
Adult Customers....2
Agreement....1
Agreement Date....1
Annual Conference....14
Anti-Terrorism Laws....46
Approved Supplier Agreements....17
Approved Supplier Program....17
Approved Suppliers....17
Authorized Sports....6
Business Entity....3
Business Materials or Services....17
claims....29
Competitive Business....36
Computer System....1
Confidential Information....35
Copyrights....1
Customer Liaisons....14
Customers....2
Design and Project Support Fees....10
disability....33
EFT....10
EFT Program....11
Event Personnel....14
Events....2
Finder....7
Fine....12
Franchise Fee....10
Franchised Business....2
General Manager....5
Indemnified Parties....29
Local Advertising Requirement....26
Marks....1
Minimum Performance Standard....7
National Brand Fund....27
National Brand Fund Contribution....10
Network Area....4
Network Revenues....10
Official Senders....42
our....1
parties....1
party....1
Payment Date....10
Phase I Training....12
Phase II Training....13
Phase III Training....13
Phase IV Training....13
Post Phase I Webinars....13
Products....1
Program Rules....17
Proprietary Products....6
Royalty Fee....10
SCNA Agreement....14
Services....1
Site....7
Soccer 5® Franchise....1, 2
Software....1
System....1
System Standards....16
Term....4
Trainees....12
transfer....30
us....1
we....1
Website....21
Website Development Fee....21
you....1
your....1
Youth Customers....2

EXHIBIT B TO THE DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

SOCCER 5®
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "**Agreement**") is entered into as of _____, (the "**Effective Date**") between **Soccer 5 Franchise LLC**, a Florida limited liability company ("**we**" or "**us**") and _____, a(n) _____ ("**you**").

1. **DEFINITIONS.** Capitalized terms used in this Agreement shall have the meanings given to them below. Any capitalized term used in this Agreement that is not defined below shall have the meaning given to such term in the Initial Franchise Agreement (as defined below).

*"***Development Schedule***"* means the schedule described in Section 3.1 and ATTACHMENT "A" for the development of the Soccer 5® Franchise within the Development Territory.

*"***Development Territory***"* means the geographic area described in ATTACHMENT "B".

"**Initial Franchise Agreement**" means the first franchise agreement executed between you (or your approved affiliate) and us for the development and operation of a Soccer 5® Franchise.

*"***Owner***"* or *"***Owners***"* means any individual who directly signs this Agreement or who owns a direct or indirect ownership interest in the area development rights or the entity that is the area developer under this Agreement. "**Owner**" includes both passive and active owners.

*"***Permitted Transfer***"* means: (i) a Transfer from one Owner to another Owner who was an approved Owner prior to such Transfer other than a Transfer that results in a change of control; and/or (ii) a Transfer to a newly established Entity for which the Owners collectively own and control 100% of the ownership interests and voting power.

*"***Term***"* the period of time commencing with the Effective Date of this Agreement and expiring upon the date by which you are required to open the last Soccer 5® Franchise under the Development Schedule, unless terminated earlier in accordance with this Agreement.

*"***Transfer***"* means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree), assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the area development rights (or any interest therein), the business conducted by you pursuant to this Agreement, or an ownership interest in an entity that is the area developer under this Agreement, including by merger or consolidation, by issuance of additional securities representing an ownership interest in the entity that is the area developer, or by operation of law, will or a trust upon the death of an Owner of the area developer entity (including the laws of intestate succession).

2. **GRANT OF DEVELOPMENT RIGHTS**. Subject to the terms and conditions of this Agreement, we hereby grant you the exclusive right and obligation to develop each of the number of Soccer 5® Franchises referred to in the Development Schedule. Each Soccer 5® Franchise that you develop pursuant to this Agreement must be located within the Development Territory and at a specific site that we approve in accordance with the terms of the applicable Franchise Agreement. For the duration of the Term, we will not operate, or grant a license to any third party to operate, an Soccer 5® Franchise that is physically located within the Development Territory. This Agreement does not grant you any rights or licenses to use any of our Marks, Copyrights or other intellectual property.

3. **DEVELOPMENT OBLIGATIONS**

3.1 **Development Schedule**. You agree to open each Soccer 5® Franchise in strict accordance with the time periods set forth in the Development Schedule. You must develop, open and operate each Soccer 5® Franchise in compliance with all of the terms of the applicable Franchise Agreement. We may, in our sole discretion, extend the time periods listed in the Development Schedule, but only if you can demonstrate to our reasonable satisfaction that you have acted in good faith and used your best efforts to comply with your development obligations and the need for additional time is due to unforeseeable delays and not due to your neglect, misconduct or financial inability.

3.2 **Site Selection**. You must select a specific location within the Development Territory for each Soccer 5® Franchise in accordance with our then-current guidelines for opening a new location as contained in the Manual and the applicable Franchise Agreement. Each site that you select is subject to our prior approval as specified in the applicable Franchise Agreement.

3.3 **Franchise Agreements**. You must sign a separate Franchise Agreement for each Soccer 5® Franchise. You must sign the Initial Franchise Agreement for your first Soccer 5® Franchise at the time you sign this Agreement. We will not review or approve a proposed site until you sign the applicable Franchise Agreement for the proposed location. Each Franchise Agreement shall be our then-current form of Soccer 5® Franchise Agreement, the terms and conditions of which may vary materially and substantially from the terms and conditions of the Initial Franchise Agreement you sign for your first Soccer 5® Franchise. You will have no right to construct or operate any Soccer 5® Franchise until you and we have executed the applicable Franchise Agreement and all ancillary agreements for that Soccer 5® Franchise.

3.4 **Additional Locations**. You have no right to develop any Soccer 5® Franchise other than the Soccer 5® Franchises listed in the Development Schedule unless we, in our sole discretion, permit you to enter into a new area development agreement, which will be upon such terms and conditions that we specify, following your development of all Soccer 5® Franchises listed in the Development Schedule under this Agreement.

4. **DEVELOPMENT FEE.** At the time you sign this Agreement, you must pay us a development fee equal to $_____, which includes the full initial franchise fees for all franchises under your Development Schedule. As such, you are not required to pay the initial franchise fee under each Franchise Agreement executed forth the development of a Soccer 5® Franchise in accordance with this Agreement. The development fee is fully earned and nonrefundable upon execution of this Agreement.

5. **AREA DEVELOPER AS ENTITY** . If you are an entity, you agree to provide us with a list of all of your Owners. Upon our request, you must provide us with a resolution of the entity authorizing the execution of this Agreement, a copy of the entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the entity is duly formed and validly existing under the laws of the state of its formation or incorporation. You may form a separate entity to enter into each Franchise Agreement provided that: (i) the individuals holding the ownership interests (and their percentage interests) in each such entity must be the same individuals holding ownership interests (with the same percentage interests) in the entity that is the Area Developer under this Agreement; and (ii) each such entity guarantees the performance of all other entities formed under the authority of this Section 5.

6. **TRANSFERS**

6.1 **By Us**. This Agreement is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment.

6.2 **By You**. You understand that the rights and duties created by this Agreement are personal to you and your Owners and that we have granted the area development rights in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner may engage in any Transfer other than a Permitted Transfer without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval shall be void and constitute a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

(i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to develop, own and operate all of the remaining Soccer 5® Franchises that are to be develop under this Agreement and otherwise meets all of our then applicable standards for area developer franchisees;

(ii) you (and any affiliate) and your Owners are in full compliance with the terms of this Agreement, all Franchise Agreements and all other agreements with us or our affiliate;

(iii) all of the Owners of the transferee have successfully completed, or made arrangements to attend, the initial training program;

(iv) the transferee and its owners sign our then current form of area development agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term remaining under this Agreement; (b) the transferee need not pay a separate development fee; and (c) the Development Schedule and Development Territory shall be the same Development Schedule and Development Territory specified in this Agreement (modified to reflect the development obligations satisfied prior to the transfer);

(v) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer;

(vi) you pay us a transfer fee equal to 25% of the development fee paid pursuant to Section 4;

(vii) we do not elect to exercise our right of first refusal described in Section 6.5; and

(viii) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

You may not transfer less than your entire remaining area development rights under this Agreement (i.e., you may not retain the right to develop any Soccer 5® Franchise). You also may not transfer your area development rights to multiple transferees. Our consent to a Transfer shall not

constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

6.3 **Permitted Transfers.** You may engage in a Permitted Transfer without our prior approval, but you must give us at least ten (10) days prior written notice. You and the Owners (and the transferee) agree to sign all documents that we reasonably request to effectuate and document the Permitted Transfer.

6.4 **Death or Disability of an Owner.** Upon the death or permanent disability of an Owner, the Owner's ownership interest in you or the area development rights, as applicable, must be assigned to another Owner or to a third party approved by us within 180 days. Any assignment to a third party will be subject to all of the terms and conditions of Section 6.2 unless the assignment qualifies as a Permitted Transfer. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if the person has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement for a continuous period of at least three (3) months.

6.5 **Our Right of First Refusal.** If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase your remaining area development rights and any Soccer 5® Franchises to be assigned, or the ownership interest in you, as applicable, for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the 30-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 6.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

7. TERMINATION OF DEVELOPMENT RIGHTS

7.1 **Reasonableness**. You represent that you: (i) have conducted your own independent investigation and analysis of the prospects for the establishment of the Soccer 5® Franchises within the Development Territory; (ii) approve the Development Schedule as being reasonable and viable; and (iii) recognize that your failure to achieve the results required by the Development Schedule will constitute a material breach of this Agreement.

7.2 **Termination of Development Rights**. If you materially breach this Agreement, or otherwise fail to comply with any term hereof, we may terminate this Agreement, effective 30 days after giving you written notice of the default, unless you have fully cured the default within such 30-day period. Any such termination will end all of your rights and future obligations under this Agreement, including without limitation, your interests in the Development Territory and right to open additional Soccer 5® Franchises. In the event of a termination, you will not be entitled to any refund of the development fee.

7.3 **Cross Default**. Our termination of any Franchise Agreement due to your default shall constitute a default under this Agreement permitting us to terminate this Agreement immediately upon notice to you.

7.4 **Alternative to Termination**. If you fail to strictly meet the requirements of your Development Schedule, then we may, at our option and in lieu of termination of this Agreement, choose to modify your Development Schedule and/or your Development Territory to a scope or size that we believe, in our business judgment, that you will be able to effectively develop. This right does not limit any other right or remedy available to us under this Agreement or at law or equity.

8. **DISPUTE RESOLUTION**. Any dispute between the parties relating to this Agreement shall be resolved pursuant to the dispute resolution provisions set forth in the Initial Franchise Agreement executed concurrently with this Agreement. All such dispute resolution provisions are incorporated herein by reference as if full set forth in this Agreement.

9. **YOUR REPRESENTATIONS.** YOU HEREBY REPRESENT THAT: (I) YOU HAVE NOT RECEIVED OR RELIED UPON ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR ANY INFORMATION DISCLOSED IN THE FRANCHISE DISCLOSURE DOCUMENT; (II) YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATIONS BY US OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR REPRESENTATIVES ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT; (III) YOU RECEIVED (1) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (2) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (A) 14 CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (B) AT SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY; (IV) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES AND AREA DEVELOPERS OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES AND AREA DEVELOPERS MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES AND THAT WE AGREE TO COMPLY WITH ANY NEGOTIATED TERMS AGREED TO BY THE PARTIES AND CONTAINED IN YOUR AGREEMENT UNDER FLORIDA LAW; AND (V) YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS, MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR OWN BUSINESS ABILITIES, EFFORTS AND JUDGMENTS, AND THE SERVICES OF YOU AND THOSE YOU EMPLOY.

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.

10. **GENERAL PROVISIONS**

10.1 **Governing Law.** This Agreement and the franchise relationship shall be governed by the laws of the State of Florida (without reference to its principles of conflicts of law), but any law of the State

of Florida that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

10.2 **Severability** . Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable.

10.3 **Waivers.** We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other.

10.4 **Force Majeure.** Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of force majeure. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

10.5 **Binding Effect.** This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

10.6 **Integration.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document. To the extent that any provision in a State Addendum is inconsistent with any provision in this Agreement, the provision in that State Addendum shall control.

10.7 **Covenant of Good Faith**. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your

individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

10.8 **Rights of Parties are Cumulative**. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

10.9 **Survival**. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire.

10.10 **Construction.** The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine and the possessive.

10.11 **Time of Essence.** Time is of the essence in this Agreement and every term thereof.

10.12 **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

10.13 **Notice.** All notices and statements to be given under this Agreement are to be provided in accordance with the notice provision of the Initial Franchise Agreement.

[Signature Page Follows]

Intending to be bound, you and we sign and deliver this Agreement in 2 counterparts on the Effective Date.

"**US**": **SOCCER 5 FRANCHISE LLC**	"**YOU**": _____ [*Business Entity Name*]
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name:_____ Title:_____ Date:_____

ATTACHMENT "A"

TO AREA DEVELOPMENT AGREEMENT
DEVELOPMENT SCHEDULE

You agree to comply with the following minimum development obligations as specified in Section 3 of the Agreement:

DEVELOPMENT PERIOD ENDING	NUMBER OF FRANCHISES OPENED DURING DEVELOPMENT PERIOD	CUMULATIVE NUMBER OF FRANCHISES OPENED AND IN OPERATION
1 year after Effective Date	1	1
2 years after Effective Date	1	2
3 years after Effective Date	1	3
4 years after Effective Date	1	4
5 years after Effective Date	1	5

ATTACHMENT "B"

TO AREA DEVELOPMENT AGREEMENT
DEVELOPMENT TERRITORY

The Development Territory shall include the following geographic area:

_____

_____

Check if map is attached: _____

*** If the boundaries that define the Development Territory change during the term, the boundaries of your Development Territory will remain unaffected and will continue to be defined by the boundaries that were in effect as of the Effective Date. In the event a map is attached and there is an inconsistency between the map and the description of the Development Territory above, the above description will control.**

EXHIBIT C TO THE DISCLOSURE DOCUMENT

CONSTRUCTIVE GROUP LLC CONSULTING AGREEMENT

SOCCER 5 ® USA FRANCHISEE CONSULTING AGREEMENT BETWEEN CONSTRUCTIVE 4 AND SOCCER 5 ® FRANCHISEE TO SUPPORT THE PROVISION OF FULLY INTEGRATED DEVELOPMENT SERVICES REQUIRED, INCLUDING REAL ESTATE SITE IDENTIFICATION, THROUGH FEASIBILITY, FINANCING, VENDOR AGREEMENTS, DESIGN, CONSTRUCTION, SAFETY AND MAINTENANCE

Constructive 4 exclusively supports Soccer 5 ® and its Franchisee owners who choose to utilize its experience, by way of this optional CONSULTING AGREEMENT ("Agreement") dated this [ ] by and between Soccer 5 Franchisee owner [ ] ("CLIENT") and Constructive Group LLC with place of business at 4648 Ashley View Lane, Charleston, SC 29405 ("CONSULTANT").

ARTICLE ONE – APPOINTMENT AND PROJECT

CLIENT retains CONSULTANT and CONSULTANT agrees to provide CLIENT with fully integrated and exclusive Soccer 5 ® small-sided soccer centers consulting services as described in Schedule "A" attached hereto and made a part of this Agreement (the "Services"). The PROJECT can be described as "[ ]"

ARTICLE TWO – DURATION AND CANCELLATION

For purposes of this Agreement, the CLIENT acknowledges and understands that Schedule "A", Services rendered by the CONSULTANT is an optional agreement and shall consist of a minimum of 25 hours per month and a maximum of 40 hours per month under the terms of this Agreement and the Consultant shall be [ ]. This Agreement may be canceled by either party at any time, with Fifteen (15) days prior written notice to the other at the address set forth above. The duration shall be from the date of the franchise agreement until the date of opening.

ARTICLE THREE - FEES AND EXPENSES

As consideration for the Services, CLIENT agrees to pay CONSULTANT a fixed price in the amount of $5,500.00 per month (up to a maximum of 40 hours per month after which time any additional billing will be charged at $250 per hour) for the entire length of the project period for providing consulting services on items such as feasibility studies, demographics analysis, budgeting, design consulting and supervision, and full project consulting management services, as well as reimbursement for any related expenses (such as travel and accommodation if commissioned by CLIENT). Payment by CLIENT of the balance of the agreed upon Fee for Services and reimbursement for authorized expenditures must be made within Seven (7) days of monthly presentation of an itemized

invoice, including receipts or other evidence of any such expenditures. CONSULTANT'S business, travel, and related expenses, if any, will originate from CONSULTANT'S address stated set forth above in this Agreement. Fee is capped at 18 months so if opening runs over, no further fee is due.

ARTICLE FOUR - REPORTING RESPONSIBILITY

At the commencement of this Agreement, CLIENT has selected [ ] as lead CONSULTANT who shall serve the contact person(s) with respect to the execution of the Agreement terms by the CONSULTANT and CLIENT. The selected officers or employees may be altered from time to time by CLIENT. The selected officers or employees shall be authorized to modify the Services to be performed by CONSULTANT for the CLIENT not inconsistent with the terms of the Agreement and not without mutual consent of the CLIENT and the CONSULTANT, authorize travel or other expenditures by CONSULTANT, and arrange any necessary conferences between CONSULTANT and other officers or employees of CLIENT. Until otherwise changed by CLIENT, the selected person(s) to whom CONSULTANT will be responsible is [ ]. Any such change will be communicated to CONSULTANT by CLIENT in writing.

ARTICLE FIVE - INDEPENDENT CONTRACTOR STATUS

It is understood that CONSULTANT shall perform Services for CLIENT pursuant to this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the parties. CONSULTANT further agrees that no statute, rule, or custom providing for termination, indemnities or like social benefits is applicable to the relationship established by this Agreement, and CONSULTANT hereby waives any right to demand any such indemnities or benefits under any statute, rule or custom.

ARTICLE SIX – NONDISCLOSURE; NO CONFLICT

CONSULTANT recognizes that by virtue of this Agreement it occupies a position of confidence and trust in its dealings with CLIENT. Accordingly, CONSULTANT agrees to receive and hold in confidence and not to use or disclose any *confidential* information imparted to CONSULTANT except as is necessary to carry out the duties of CONSULTANT under this Agreement. CONSULTANT agrees that there will be no publication of any *confidential* information arising from its rendering of Services under this Agreement without the prior written consent of CLIENT. CONSULTANT represents

and warrants that to the best of CONSULTANT'S knowledge, there is no conflict of interest which will prevent CONSULTANT from performing Services for CLIENT.

ARTICLE SEVEN - CONFIDENTIAL INFORMATION

CLIENT acknowledges and agrees that the information including writings, specifications, design tools, business planning tools, social media tools, demographic analysis tools and any other substantive material provided by CONSULTANT during its delivery of services is CONFIDENTIAL INFORMATION and the sole property of, proprietary to, and a valuable trade secret of CONSULTANT and that any reproduction or unauthorized use thereof will cause irreparable harm and loss to CONSULTANT. CLIENT agrees to treat the CONFIDENTIAL INFORMATION in confidence and to undertake the following additional obligations with respect thereto:

(a) to use the CONFIDENTIAL INFORMATION for the sole purpose of the participants of the project.

(b) to refrain from reproducing or copying, in whole or in part, CONFIDENTIAL INFORMATION; and

(c) to refrain from disclosing or disseminating the CONFIDENTIAL INFORMATION to third parties.

ARTICLE EIGHT – LATE PAYMENT

If CLIENT fails to pay CONSULTANT the entire Fee within Seven *(7)* days of the due date, CLIENT shall, in addition to said payment, be liable for a Late Fee of Ten Percent (10%) of the late payment, as well as court costs, and reasonable attorney's fees and costs.

ARTICLE NINE - NO ASSIGNMENT

This Agreement is personal between the parties and shall not be assigned by either party without the prior written consent of the other party.

ARTICLE TEN - REPORTS

CONSULTANT agrees to make all update reports and recommendations to CLIENT in writing within Seven (7) days after monthly billing of its Services upon any assigned subject if so, requested by CLIENT. In addition, CONSULTANT shall also submit from time-to-time written reports of the progress being made upon any assigned subject upon request from CLIENT, within Seven (7) days of such request.

ARTICLE ELEVEN - MISCELLANEOUS PROVISIONS

CONSULTANT agrees that in the performance of its Services, it will, to the best of its knowledge comply with all laws of the United States of America and of the various states of the United States, and of any country in which CONSULTANT performs Services.

ARTICLE TWELVE - NOTICES

All notices provided for in this Agreement shall be given in writing, either by personal delivery of the notice or by the mailing via certified mail to the parties respectively at the addresses set forth above, or at such other address as the party shall notify the other in writing.

ARTICLE THIRTEEN - GOVERNING LAW

This Agreement shall be construed, and the legal relations of the parties determined in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of laws.

ARTICLE FOURTEEN - ENTIRE AGREEMENT

This Agreement is executed and delivered with the understanding that it embodies the entire Agreement between the parties and that there are no prior representations, warranties or agreements relating to the subject matter of this Agreement.

ARTICLE FIFTEEN - MODIFICATIONS; BINDING EFFECT; NO WAIVER

No change in, addition to, or waiver of the terms and provisions of this Agreement shall be binding upon either party unless approved in writing by its authorized representative. The failure by the CONSULTANT to object to or take affirmative action with respect to any conduct of any of the CLIENT which constitutes a breach, or is in violation, of this Agreement shall not constitute, nor be construed as, a waiver thereof, of any future

breach, violation, or subsequent wrongful conduct. This Agreement is binding on the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate and their signatures affixed to it as of the date and year first above written.

ATTEST OR WITNESS:

BY CONSULTANT: [ ], Constructive Group LLC, 4648 Ashley View Lane, Charleston, SC 29405

Signed: **Date:**

BY CLIENT: Soccer 5® Franchise [ ] with place of business [ ]

Signed: **Date:**

SOCCER 5 ® USA FRANCHISEE CONSULTING AGREEMENT BETWEEN CONSTRUCTIVE 4 AND SOCCER 5 ® FRANCHISEE TO SUPPORT THE PROVISION OF FULLY INTEGRATED DEVELOPMENT SERVICES REQUIRED, INCLUDING REAL ESTATE SITE IDENTIFICATION, THROUGH FEASIBILITY, FINANCING, VENDOR AGREEMENTS, DESIGN, CONSTRUCTION, SAFETY AND MAINTENANCE

SCHEDULE A

PROJECT: Soccer 5 ® FRANCHISE [ ] Consulting, Demographics Analysis, Business Planning, Design, Due Diligence, Permit and Project Management Consulting Services.

PHASE 1 (PROJECTED TO BE [ ])

- Prepare full proposed timeline of project.
- Prepare proposed scope of service and cost parameters with client.
- Meet agents and funding organizations as required.
- Support the dentification of suitable land/property which meets requirements.
- Provide design services consulting, site planning and concept plan consulting.
- Assist the preparation of full demographic package support.
- Assist with the preparation of full business plan and present as required.
- Finalize recommended site and support franchisee path through LOI and Purchase Agreement
- Support the preparation of full due diligence package.
- Consult with design team (Geo, Civil, Structural and Architectural) to provide basic design capable of accurate pricing.
- Consulting services delivery of pricing, design, full business plan and timeline for funding.
- Provide consulting services to client regarding final funding to proceed.

PHASE 2 (PROJECTED TO BE [ ])

- Consult with design team to deliver detailed plans.
- Meet with GC and various subs to deliver accurate pricing.
- Consulting services to support pre permit procedures.

PHASE 3 (PROJECTED TO BE [ ])

- Finalize detailed design consulting.
- Guidance through permit process.
- Consult on finalization of construction program and final pricing.
- Support franchisee awards of contracts subject to receiving permit NTP.

SOCCER 5 ® USA FRANCHISEE CONSULTING AGREEMENT BETWEEN CONSTRUCTIVE 4 AND SOCCER 5 ® FRANCHISEE TO SUPPORT THE PROVISION OF FULLY INTEGRATED DEVELOPMENT SERVICES REQUIRED, INCLUDING REAL ESTATE SITE IDENTIFICATION, THROUGH FEASIBILITY, FINANCING, VENDOR AGREEMENTS, DESIGN, CONSTRUCTION, SAFETY AND MAINTENANCE

PHASE 4 (PROJECTED TO BE [ ])

- Assist with preparation of full PM plan.
- Assist with preparation of full SOV schedules.
- Support as required the PM services.
- Regular site meetings and progress meetings and troubleshoots.
- Consulting services regarding delivery of the project, and support as necessary all contractors and subs are paid and liens released.
- Prepare maintenance plan.

EXHIBIT D TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Soccer 5 Franchise LLC

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Business Adv Relationship - 0307 - 1	10,620.47
Total Bank Accounts	**$10,620.47**
Total Current Assets	**$10,620.47**
TOTAL ASSETS	**$10,620.47**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
CORP Account - Business Advantage Travel Rewards - 2390 - 1	-23,320.23
Total Credit Cards	**$ -23,320.23**
Total Current Liabilities	**$ -23,320.23**
Total Liabilities	**$ -23,320.23**
Equity	
Owner investments	220,000.00
Retained Earnings	
Net Income	-186,059.30
Total Equity	**$33,940.70**
TOTAL LIABILITIES AND EQUITY	**$10,620.47**

Soccer 5 Franchise LLC

Profit and Loss

January - December 2024

	TOTAL
Income	
Sales	130,010.00
Total Income	**$130,010.00**
GROSS PROFIT	**$130,010.00**
Expenses	
Advertising & marketing	1,145.00
Listing fees	56,945.00
Social media	3,500.00
Total Advertising & marketing	**61,590.00**
Business licences	600.00
Commissions & fees	120,030.00
Contract labor	66,607.54
General business expenses	
Bank fees & service charges	134.80
Memberships & subscriptions	14,308.54
Total General business expenses	**14,443.34**
Legal & accounting services	1,000.00
Legal fees	44,450.31
Total Legal & accounting services	**45,450.31**
Meals	80.00
Office expenses	
Merchant account fees	3,866.67
Software & apps	750.00
Total Office expenses	**4,616.67**
Travel	2,651.44
Total Expenses	**$316,069.30**
NET OPERATING INCOME	**$ -186,059.30**
NET INCOME	**$ -186,059.30**

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Soccer 5 Franchise, LLC

Independent Auditor's Report
And
Balance Sheet Statement
February 13, 2024

Table of Contents

Independent Auditor's Report 3

Balance Sheet 5

Notes to Financial Statement 6

Metwally CPA PLLC
CERTIFIED PUBLIC ACCOUNTANT
1312 Norwood Dr STE 100, Bedford, Texas 76022
Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the members of
Soccer 5 Franchise, LLC
Maimi, Florida

Opinion

We have audited the accompanying balance sheet of Soccer 5 Franchise, LLC (a Florida Limited Liability Company) as of February 13, 2024, and the related notes to the Financial Statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Soccer 5 Franchise, LLC as of February 13, 2024, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of Soccer 5 Franchise, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

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

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Soccer 5 Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

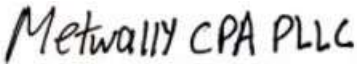
Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Soccer 5 Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Soccer 5 Franchise, LLC's ability to continue as a going concern for a reasonable period.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Metwally CPA PLLC
Bedford, Texas
February 21, 2024

Soccer 5 Franchise, LLC
February 13, 2024
Balance Sheet

Assets

Current Assets	
Cash and cash equivalents	$ 100,012
Total Current Assets	**$ 100,012**

Liabilities and Members' Equity

Total Liabilities	**$0**
Members' equity	$ 100,012
Total Liabilities and Members' Equity	**$ 100,012**

The accompanying notes are an integral part of the financial statement.

Soccer 5 Franchise, LLC
February 13, 2024
Notes to Financial Statement

1. COMPANY AND DESCRIPTION OF BUSINESS

Soccer 5 Franchise, LLC (the "Company") was established in the state of Florida on January 12, 2016, for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their business as a franchise. The Company provide the qualified individual the rights to operate a business that provide the right to operate a Soccer 5 USA facility which is a small, sided soccer facility. The Company offers individual unit franchises and area development franchises for the development of multiple units within a designated territory.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statement. The financial statement and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement.

A. Basis of Accounting

The financial statement was prepared in conformity with accounting principles generally accepted in the United State of America ("US GAAP").

B. Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

C. Federal Income Taxes

The Company and its members have elected to be treated as a partnership under the provisions of the Internal Revenue Code (IRC). Therefore, any taxable income earned by the Company is included in the individual tax returns of its members. Accordingly, net income presented in the financial statements does not include a provision for income taxes. The net income presented will include state-imposed taxes and fees as applicable.

D. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the period, the total amount on deposit didn't exceed the $250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-stops revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark, and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized as expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

The Company didn't generate any revenue as of the balance sheet date but will be implementing ASC 606 to recognize its revenue once a sale has been made.

G. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

3. CASH AND CASH EQUIVALENT

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. On February 13, 2024, the Company's cash balance didn't exceed the FDIC insurance limits.
The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of February 13, 2024, the Company has approximately $100,012 in cash in their operating bank account.

4. SUBSEQUENT EVENTS

Management has evaluated subsequent events through February 21, 2024, which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statement.

EXHIBIT E TO THE DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF MANUALS

Operations Manual – Table of Contents

Introduction: Soccer 5 Operations Manual 1
Confidentiality of the Operations Manual 2
Nondisclosure Agreement 3

SECTION 1: INTRODUCTION 4-15
- 1.1 Welcome Letter
- 1.2 Soccer 5 History
- 1.3 Soccer 5 Culture, Mission, and Vision
- 1.4 Franchisor and Franchisee Relationship
- 1.5 Training
  - 1.5.1 Scheduling Initial Training
  - 1.5.2 Training Outline
- 1.6 Pre-Opening Checklist

SECTION 2: ESTABLISHING THE BUSINESS 16-36
- 2.1 Business Overview
  - 2.1.1 Business Structure
  - 2.1.2 Overview of Entity Choices
  - 2.1.3 Naming Your Entity
  - 2.1.4 Employer Identification Number
  - 2.1.5 Setting Up Banking Relationships
- 2.2 Site Selection Process
  - 2.2.1 Site Selection Criteria
  - 2.2.2 Seeking Approval for Proposed Site(s)
  - 2.2.3 Letter of Intent
  - 2.2.4 Lease Considerations
  - 2.2.5 Hiring a Real Estate Attorney
  - 2.2.6 Lease Negotiation and Approval
- 2.3 Licenses, Permits and Taxes
  - 2.3.1 Introduction
  - 2.3.2 Business Licenses and Permits
  - 2.3.3 Tax Registrations and Payments
  - 2.3.4 State Information Web Sites
- 2.4 Setting Up Your Training Center
  - 2.4.1 Building Out the Training Center
  - 2.4.2 Construction Specifications
  - 2.4.3 Required Furnishings, Fixtures and Equipment
  - 2.4.4 Utilities/Services
- 2.5 Initial Equipment and Supplies
  - 2.5.1 Required Items

2.5.2 List of Approved Suppliers
2.6 Networking and Establishing Relationships
2.7 Insurance Coverage
2.7.1 General Insurance Requirements
2.7.2 Minimum Coverage Amounts

SECTION 3: PERSONNEL **37-54**
3.1 Introduction
3.2 Employment Law Basics
3.2.1 Employee Rights/Employer Responsibilities
3.2.2 Federal Regulations on Employment Relationships
3.2.3 State Employment Laws
3.2.4 OSHA
3.3 Administrative Staff Roles and Responsibilities
3.3.1 Job Responsibilities
3.4 Recruiting Employees
3.4.1 Sources of Employee Candidates
3.4.2 Job Advertisements
3.5 Job Applications
3.5.1 Application Form
3.5.2 Confidentiality of Applications
3.6 Interviewing Job Applicants
3.6.1 Preparing for Interviews
3.6.2 Conducting Successful Interviews
3.6.3 Questions to Avoid
3.7 New Employee Paperwork
3.8 New Employee Orientation
3.9 New Employee Training
3.10 Personnel Policies
3.11 Employee Scheduling
3.12 Performance Evaluations
3.13 Terminating Employees

SECTION 4: MARKETING THE BUSINESS **55-80**
4.1 Promoting the Business in Your Area
4.1.1 Your General Obligations
4.1.2 Educating the Public
4.1.3 Guidelines for Using Logos and Marks
4.1.4 Marketing Standards
4.1.5 Website and Web Design
4.2 Brand Specifications
4.2.1 Logo

4.2.2 Brand Standards
4.2.3 Electronic Communications
4.3 Obtaining Marketing Approval
4.4 Required Marketing Expenditures
4.4.1 System Marketing
4.4.2 Local Marketing Requirements
4.5 Local Marketing
4.5.1 Planning and Budgeting
4.5.2 Internet Advertising
4.5.3 Social Media
4.5.4 Print and Flyers
4.5.5 Event Marketing
4.5.6 E-mail, Text & Newsletters
4.5.7 Direct Mail
4.5.8 Other Traditional Tactics/Outdoor
4.6 Public Relations and Community Involvement
4.6.1 Press Releases
4.6.2 Community Building
4.6.3 Business Associations and Memberships
4.6.4 Grand Opening Marketing

SECTION 5: OPERATING PROCEDURES **81-120**

5.1 Introduction
5.2 Minimum Hours of Operation and Scheduling
5.3 Approved Offerings
5.4 Center Overview
5.4.1 Equipment and Resources Inventory
5.4.2 Opening Procedures
5.4.3 Closing Procedures
5.5 Booking Policies and Procedures
5.5.1 Special Event Scheduling
5.6 Customer Relations
5.6.1 Code of Conduct for Staff & Coaches
5.6.2 Customer Service Standards
5.6.3 Handling Customer Inquiries and Complaints
5.7 Events and Tournaments
5.8 System Technology
5.8.1 Introduction
5.8.2 Registration
5.8.3 Billing and Accepting Payment
5.9 Accounting and Financial Management
5.9.1 Revenue Tracking and Reporting
5.9.2 Banking Procedures

5.9.3 Accounting and Bookkeeping
5.10 Maintenance
5.10.1 Center
5.10.2 Equipment
5.11 Safety and Security Procedures
5.12 Franchise Fees and Reporting Requirements
5.12.1 Royalty Fee
5.12.2 Brand Development Fee
5.12.3 Other Fees
5.12.4 Required Reports
5.12.5 Financial Statements
5.12.6 Sample Chart of Accounts

EXHIBITS **121-140**

EXHIBIT F TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

If a state is not listed below, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed below.

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Financial Protection and Innovation *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 *Sacramento* 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205 *San Diego* 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Attention: Uniform Commercial Code New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	North Dakota Securities Department State Capitol 5th Floor, Dept. 414 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department State Capitol 5th Floor, Dept. 414 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, Wisconsin 53701 (608) 266-2801	

EXHIBIT G TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA AND RIDERS

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

The following paragraphs are added to the disclosure document:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

The Franchise Compliance Certificate is not applicable in California.

The following is added to Item 5 of the disclosure document:

Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

Post-Termination Noncompetition and Non-solicitation Covenants. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) in section 18.5(c) of the Franchise Agreement that is disclosed in Item 17, rows q and r.

Applicable Law. The Franchise Agreement and the Conversion Addendum require application of the laws of the State of Florida with certain exceptions. These provisions may not be enforceable under California law.

Liquidated Damages. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

RIDER TO
SOCCER 5 FRANCHISE LLC
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **SOCCER 5 FRANCHISE LLC** ("**we**," "**us**" or "**our**") and _____ _____ ("**you**" or "**your**"), whose address is _____ (collectively, you and we are referred to as the "**parties**" and individually sometimes referred to as a "**party**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Fees**. The payment of initial franchise fees and any other payments due us are deferred until the Franchisor has performed all initial obligations owed the Franchisee and the Franchisee has commenced doing business. This financial assurance requirement is imposed by the California Department of Financial Protection and Innovation based on our financial condition.

3. **Acknowledgments**. Section 1.2 and Section 21 are deleted in their entirety.

4. **Non-Solicitation**. Section 18.5(c) is deleted in its entirety. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) in section 18.5(c) of the Franchise Agreement that is disclosed in Item 17, rows q and r.

4. **Waiver of Punitive Damages and Limitations of Claims**. Sections 24.4 and 24.5 of the Agreement are amended by adding the following:

> These provisions may violate California Corporations Code section 31512, since Corporations Code section 31300 provides for damages without limitation, 31303 provides a four-year statute of limitations, 31304 provides a two-year statute of limitations for certain claims under the California Franchise Investment Law.

No statement, questionnaire, or acknowledgment signed 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.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"**YOU**"	"**WE**"
	SOCCER 5 FRANCHISE LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF HAWAII

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEES, OR SUBFRANCHSIOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEES OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF ILLINOIS

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.w. is modified to provide that Illinois law applies.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, 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. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF MARYLAND

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, "A Maryland franchise regulation states that it is an unfair or deceptive practice to require a Franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

3. Item 17.v. is modified to also provide, "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

4. The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

5. No statement, questionnaire, or acknowledgement 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.

RIDER TO
SOCCER 5 FRANCHISE LLC
FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND

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

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Termination upon bankruptcy of the franchisee may not be enforceable under 11 U.S.C. Section 101 *et. seq*.

6. No statement, questionnaire, or acknowledgement 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.

"**YOU**"	"**WE**"
	SOCCER 5 FRANCHISE LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF MINNESOTA

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

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which 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 non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the Franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the Franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a Franchisee to assent to a general release.

- NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

- The Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

No statement, questionnaire, or acknowledgement 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 with the franchise.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF NEW YORK

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

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE SET THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive

or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

6. Franchise Questionnaires and Acknowledgements—No statement, questionnaire, or acknowledgement 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 om 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.

7. Receipts—Any sale made must be in compliance with §683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. §680 *et. seq*.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF RHODE ISLAND

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a Franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all Franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

> Rhode Island law applies.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF VIRGINIA

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Risk Factor: **Estimated Initial Investment**. The franchisee will be required to make an estimated initial investment ranging from $687,500 to $1,890,500. This amount exceeds the franchisor's stockholders' equity as of February 13, 2024, which is $100,012.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
SOCCER 5 FRANCHISE LLC
STATE OF WISCONSIN

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

   If the Franchise Agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, Franchise Agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

EXHIBIT H TO THE DISCLOSURE DOCUMENT

FORM OF GENERAL RELEASE

FORM OF GENERAL RELEASE

The following is our current general release form that we expect to include in a release that a franchisee, developer, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

THIS RELEASE is given by _____ and their predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**Franchisee**"), to **SOCCER 5 FRANCHISE LLC** and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, the "**Franchisor**").

Effective on the date of this Release, the Franchisee forever releases and discharges the Franchisor from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the Franchisee now has or ever had against the Franchisor, including without limitation, anything arising out of that certain Franchise Agreement dated _____ (the "**Franchise Agreement**"), the franchise relationship between the Franchisee and the Franchisor, and any other relationships between the Franchisee and the Franchisor; except the Franchisor's obligations under the _____ Agreement dated effective _____ _____. This Release is effective for: (a) any and all claims and obligations, including those of which the Franchisee is not now aware; and (b) all claims the Franchisee has from anything which has happened up to now.

The Franchisee is bound by this Release. The Franchisee freely and voluntarily gives this Release to the Franchisor for good and valuable consideration and the Franchisee acknowledges its receipt and sufficiency.

The Franchisee represents and warrants to the Franchisor that the Franchisee has not assigned or transferred to any other person any claim or right the Franchisee had or now has relating to or against the Franchisor.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective _____, notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

_____

_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 20___. , by_____ _____, who is personally known to me or has produced _____ as identification.

_____
Signature of Notary
My Commission Expires: _____

EXHIBIT I TO THE DISCLOSURE DOCUMENT

FORM OF PRINCIPAL

OWNER'S GUARANTY

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by the principal owners (referred to as "**you**" for purposes of this Guaranty only) of _____ _____ (the "**Business Entity**") under the Franchise Agreement dated _____ 20___ (the "**Agreement**") with **SOCCER 5 FRANCHISE LLC** ("**us**," or "**our**" or "**we**").

1. **Scope of Guaranty**. In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers**. Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements**. Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Hillsborough County, Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now sign and deliver this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

PERCENTAGE OF OWNERSHIP INTEREST IN BUSINESS ENTITY	**GUARANTORS**
_____	_____ Print Name: _____ Date: _____
_____	_____ Print Name: _____ Date: _____
_____	_____ Print Name: _____ Date: _____

EXHIBIT J TO THE DISCLOSURE DOCUMENT

FORM OF

PRINCIPAL OWNER'S STATEMENT

PRINCIPAL OWNER'S STATEMENT

This form must be completed by the Franchisee ("**I**," "**me**," or "**my**") if I have multiple owners or if I, or my franchised business, is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise Agreement to me.

1. **Form of Company**. I am a (check one):

(a) General Partnership ☐
(b) Corporation ☐
(c) Limited Partnership ☐
(d) Limited Liability Company ☐
(e) Other ☐
Specify: _____

I was formed under the laws of _____.
(state)

2. **Business Entity.** I was incorporated or formed on _____, ___, under the laws of the State of _____. I have not conducted business under any name other than my corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	Position(s) Held

3. **Owners**. The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owner's Name and Address	Description of Interest	% of Ownership

4. **Governing Documents**. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Principal Owner's Statement is current and complete as of _____.

OWNER

INDIVIDUALS:

Sign:_____

Print:_____

Sign:_____

Print:_____

Sign:_____

Print:_____

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

_____
[Name]

By:_____
Print Name:_____
Title:_____

EXHIBIT K TO THE DISCLOSURE DOCUMENT

FORM OF

CONDITIONAL ASSIGNMENT OF

TELEPHONE NUMBERS AND LISTINGS

AND INTERNET ADDRESSES

CONDITIONAL ASSIGNMENT OF
TELEPHONE NUMBERS AND LISTINGS AND INTERNET ADDRESSES

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS AND INTERNET ADDRESSES (this "**Assignment**") is effective as of _____, 20__, between **SOCCER 5 FRANCHISE LLC**, a limited liability company, with its principal place of business at 8011 SW127 Ave, Miami, Florida 33183 ("**we**," "**us**" or "**our**") and _____ _____, whose current place of business is _____ _____ ("**you**" or "**your**"). You and we are sometimes referred to collectively as the "**parties**" or individually as a "**party.**"

BACKGROUND INFORMATION:

We have simultaneously entered into the certain Franchise Agreement (the "**Franchise Agreement**") dated as of _____, 20___ with you, pursuant to which you plan to own and operate a Soccer 5® Business (the "**Business**" or "**Businesses**"). The Businesses use certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the "**System**"). We identify Soccer 5® Businesses and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the "**Marks**"). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings and internet addresses of the Business if the Franchise Agreement is terminated.

OPERATIVE TERMS:

You and we agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.

2. **Conditional Assignment**: FOR VALUE RECEIVED, Franchisee assigns to Franchisor: (a) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**"); and (b) those certain Internet website addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Soccer 5® Business at the address provided above. This Assignment is for collateral purposes only and, except as specified in this Assignment, Franchisor has no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor notifies the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's Internet service provider ("**ISP**") to effectuate the Assignment pursuant to its terms.

Upon termination or expiration of the Franchise Agreement (without extension) for any reason, Franchisor has the right and is empowered to effectuate the assignment of the Telephone Numbers and Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings and the URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment.

3. **Power of Attorney**: Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers and Listings and the URLs, and Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers and Listings and the URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers and Listings and the URLs to Franchisor, Franchisor shall direct the Telephone Company and the 1SP to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings and the URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

4. **Indemnification**: You will indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company and/or ISP.

5. **Binding Effect**: This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns.

6. **Assignment to Control**: This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company and/or ISP.

7. **Attorney's Fees, Etc.**: In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "**attorneys' fees**" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

8. **Severability**: If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms.

9. **Governing Law and Forum**: This Assignment is governed by Florida law. The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Hillsborough County, Florida, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

ASSIGNOR:

_____

By:_____
Print Name:_____
Title:_____
Date:_____

By:_____
Print Name:_____
Date:_____

By:_____
Print Name:_____
Date:_____

ASSIGNEE:

SOCCER 5 FRANCHISE LLC

By:_____
Print Name:_____
Title:_____
Date:_____

EXHIBIT L TO THE DISCLOSURE DOCUMENT

FORM OF

CONFIDENTIALITY, NONSOLICITATION

AND NONCOMPETITION AGREEMENT

CONFIDENTIALITY, NONSOLICITATION AND NONCOMPETITION AGREEMENT

THIS CONFIDENTIALITY, NONSOLICITATION AND NONCOMPETITION AGREEMENT (this "**Agreement**") is effective as of _____, 20____, between _____ _____(the "**Franchisee**," "**we**," "**us"** or **our**") and _____ _____ ("**you**" or "**your**").

BACKGROUND INFORMATION:

We have entered into a Franchise Agreement (the "**Franchise Agreement**") with **SOCCER 5 FRANCHISE LLC** (the "**Franchisor**") to operate a Soccer 5® Business (the "**Business**" or "**Businesses**"). The Business is operated pursuant to formats, specifications, standards, methods and procedures prescribed or approved by the Franchisor (the "**System**"). We and the Franchisor possess certain confidential information, consisting of specifications, plans and other characteristics of products and services provided, the Computer System, Intranet database and information, and business operating techniques, criteria methods in obtaining licensing and meeting regulatory requirements, designing and constructing Businesses which provide state of the art custom built 4G small sided soccer fields within secure perimeter fence cage areas for adult and youth recreational sports games, leagues, camps, tournaments, sport clinics, child development, after-school programs, social activities, products and related services and such other services that we specifically authorize from time to time (the "**Services**"), the selection, testing and training of personnel and other employees, and the formats, specifications, standards, methods, procedures, information, and knowledge of and experience in the operating and franchising of Soccer 5® Businesses, which we either own or license (the "**Confidential Information**").

You understand that the System and Confidential Information are the Franchisor's proprietary trade secrets and confidential. You acknowledge that we and the Franchisor have and will provide you with specialized and extensive training regarding operation of the Business and have invested considerable time, funds and resources to do so. We have an obligation under the Franchise Agreement to maintain such Confidential Information as secret and confidential. You represent to us and the Franchisor that you have other skills that you can utilize if, for any reason, your relationship with us ends.

OPERATIVE TERMS:

Accordingly, you and we agree as follows:

1. **Confidentiality**. You will: (i) not use the Confidential Information in any other business or capacity; (ii) maintain the absolute confidentiality of the Confidential Information during and after the term of your ownership in, or employment by us; (iii) not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form; and (iv) comply with all procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information.

2. **In-Term Competitive Restrictions**. During the time that you are one of our owners or employees, unless we otherwise permit in writing or except in accordance with another franchise agreement with us, you agree that you will not, directly or indirectly:

(a) have any direct or indirect interest as a disclosed or beneficial owner, or in any other capacity in any business or facility owning, operating or managing, or granting franchises or licenses to others to perform, market, sell or provide services the same or similar to Services (a "**Competitive Business**"), (i) anywhere; (ii) within the Territory; (iii) within any geographic territory that we have assigned to any one of our other Soccer 5® Businesses, employees, or

Franchisees, or in which we directly operate, market or sell; (iv) via the Internet or other form of e-commerce, wherever located; or (v) within 40 miles of any geographic area that we have awarded to any other Soccer 5® Business.;

(b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located;

(c) recruit or hire any employee of ours, of the Franchisor, of our or its affiliates, or of any of the Franchisor's franchisees, without obtaining the prior written permission of that person's employer; or

(d) divert or attempt to divert any business or customer of the Business to any Competitive Business.

Nothing in this Section prohibits you from having a direct or indirect interest as a disclosed or beneficial owner in a publicly held Competitive Business, as long as such securities represent less than 5% of the number of shares of that class of securities which are issued and outstanding.

3. **Post-Term Competitive Restrictions**. For a period of 2 years following the date that you cease to be one of our owners or an employee, you agree that you will not, directly or indirectly:

(a) have any direct or indirect interest as a disclosed or beneficial owner, or in any other capacity in a Competitive Business located or operating: (i) within the Territory; (ii) within any geographic territory that we have assigned to any one of our other Soccer 5® Businesses, employees, or Franchisees, or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within 25 miles of any geographic area that we have awarded to any other Soccer 5® Business.;

(b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business located or operating: (i) within the Territory; (ii) within any geographic territory that we have assigned to any one of our other Soccer 5® Businesses, employees, or Franchisees, or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within 25 miles of any geographic area that we have awarded to any other Soccer 5® Business;

(c) recruit or hire any employee of ours, of the Franchisor, of our or its affiliates, or of any of the Franchisor's franchisees, without obtaining the prior written permission of that person's employer; or

(d) divert or attempt to divert any business or customer of the Business to any Competitive Business.

If you refuse to voluntarily comply with the foregoing obligations, the 2-year period will be extended by the period of noncompliance. Nothing in this Section prohibits you from having a direct or indirect interest as a disclosed or beneficial owner in a publicly held Competitive Business, as long as such securities represent less than 5% of the number of shares of that class of securities which are issued and outstanding.

4. **Severability and Substitution**. To the extent that any portion of this Agreement is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, length of time or remedy,

but may be made enforceable by reduction, adjustment or modification of any or all thereof, you and we agree that this Agreement will be enforced to the fullest extent permissible under the laws or public policies of the jurisdiction in which enforcement is sought, and such reduced or modified provision will be enforced to the fullest extent.

5. **Acquisition**. You agree that the confidentiality, competitive, and employment undertakings and restrictions survive any change in our ownership, any merger or consolidation, any sale of our assets, and any assignment or transfer of this Agreement.

6. **Extension of Time Period**. The time period during which you are to refrain from any of the activities listed in this Agreement will be automatically extended by any length of time during which you or any of your affiliates, successors or assigns are in breach of any provision of this Agreement. This Agreement will continue through the duration of the extended time periods.

7. **Suspension of Compensation**. We will not be required to pay any other compensation to you during any period of time in which you are in breach of this Agreement. Upon such breach, you forfeit payment of such amounts without limitation on any other remedies available to us for redress.

8. **No Defense or Setoff**. You must not assert, by way of defense or setoff, any alleged breach or damage caused by you if we must enforce this Agreement against you.

9. **Injunctive Relief**. You and we agree that the breach of this Agreement will result in irreparable harm to us and the Franchisor, and that no monetary award can fully compensate us if you violate it. Thus, if you breach this Agreement, you agree that we will be entitled to an injunction restraining you from any further breach. Such injunctive relief may be obtained without bond, but upon due notice, in addition to such other and further remedies or relief as may be available to us at equity or law.

10. **Miscellaneous**.

(a) **Complete Agreement**: This Agreement contains the complete agreement between the parties concerning this subject matter. This Agreement supersedes any prior or contemporaneous agreement, representation or understanding, oral or written, between them. The continued relationship between the parties described in this Agreement constitutes full and sufficient consideration for the binding commitment of the parties to this Agreement.

(b) **Waiver and Amendment**: A waiver or amendment of this Agreement, or any provision of it, will be valid and effective only if it is in writing and signed by all parties or the party waiving such provision. No waiver of any term of this Agreement will operate as a waiver of any other term of this Agreement or of that same term at any other time.

(c) **Rights Cumulative**: No right or remedy available to any party is exclusive of any other remedy. Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.

(d) **Certain Definitions**: As used throughout this Agreement, the following terms have the following meanings:

(i) The term "**person**" means any corporation, professional corporation or association, partnership (limited or general), joint venture, trust, association or other business entity or enterprise or any natural person;

(ii) The term "**affiliate**" means, with respect to any person, any other person that directly, indirectly, or through one or more intermediaries, controls, is controlled by or is under common control with, such person, and includes any subsidiaries or other business entities that are beneficially owned by such person or its affiliates;

(iii) The term "**attorney's fees**" means any and all charges levied by an attorney for his services, including time charges, expenses and other reasonable fees including paralegal fees and legal assistant fees, and includes fees earned in settlement, at trial, on appeal or in bankruptcy proceedings.

(e) **Governing Law**: This Agreement is governed by the laws of the State of Florida. The prevailing party in any litigation involving this Agreement must be reimbursed its attorney's fees from the non-prevailing party.

(f) **Third-Party Beneficiary**: The parties understand and acknowledge that the Franchisor is a third-party beneficiary of the terms of this Agreement and, at its option, may enforce the provisions of this Agreement with you. Your obligations under this Agreement will continue for the benefit of our and the Franchisor's successors and assigns.

(g) **Background Information**: The background information is true and correct and is incorporated into this Agreement. This Agreement will be interpreted with reference to the background information.

Intending to be bound, the parties sign below:

"US":	**"YOU"**:
_____	
Signature:_____	Signature:
Print Name:_____	Print Name:
Title_____	Title:
Date:_____	Date:

EXHIBIT M TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

NONE

EXHIBIT N TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

WHO HAVE LEFT THE SYSTEM

NONE

EXHIBIT O TO THE DISCLOSURE DOCUMENT

FORM OF

FRANCHISE COMPLIANCE CERTIFICATE

The Franchise Compliance Certificate is not applicable in the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

FRANCHISE COMPLIANCE CERTIFICATE

As you know **SOCCER 5 FRANCHISE LLC** ("**we**" or "**us**" or "**our**"), and you are preparing to enter into a Franchise Agreement for the operation of a **SOCCER 5® BUSINESS** franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes__ No__ l. Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?

Yes__ No__ 2. Did you receive the Franchise Agreement and each ancillary agreement, containing all material terms, at least 7 calendar days before signing any binding agreement with us or an affiliate? (This does not include any mutually agreed upon changes to any agreement.)

Yes__ No__ 3. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes__ No__ 4. Did you receive the Franchise Disclosure Document at least 14 calendar days before signing the Franchise Agreement, this Questionnaire, or any related agreement, or before paying any funds to us or an affiliate related to the franchise sale?

Yes__ No__ 5. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes__ No__ 6. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

Yes__ No__ 7. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes__ No__ 8. Have you discussed the benefits and risks of developing and operating a Soccer 5® Business franchise with an existing Soccer 5® Business franchisee?

Yes__ No__ 9. Do you understand the risks of developing and operating a Soccer 5® Business franchise?

Yes__ No__ 10. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

Yes__ No__ 11. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated in Florida, if not resolved informally?

Yes__ No__ 12. Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised Business to open or consent to a transfer?

Yes__ No__ 13. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Soccer 5® Business franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes__ No__ 14. Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes__ No__ 15. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Soccer 5® Business franchise will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes__ No__ 16. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Soccer 5® Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Franchise Applicant	Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated _____	Dated _____
_____	_____
Franchise Applicant	Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated _____	Dated _____

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER]:

EXHIBIT P TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

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

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

State	Effective Date
California	None
Hawaii	None
Illinois	None
Indiana	None
Maryland	None
Michigan	None
Minnesota	None
New York	None
North Dakota	None
Rhode Island	None
South Dakota	None
Virginia	None
Washington	None
Wisconsin	None

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

EXHIBIT Q TO THE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT

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

If Soccer 5 Franchise LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If Soccer 5 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in Exhibit "F" to this disclosure document.

The franchisor is SOCCER 5 FRANCHISE LLC, located at 8011 SW 127 Ave, Miami, Florida 33183 Its telephone number is (305) 965-9855.

We authorize the respective state agencies identified on Exhibit "F" to receive service of process for us if we are registered in the particular state.

Issuance Date: April 12, 2024

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Name	Principal Business Address	Telephone Number
Scott Georgeson	8011 SW 127 Ave, Miami, Florida 33183	(305) 965-9855

I have received the SOCCER 5® Franchise Disclosure Document dated April 12, 2024 that included the following Exhibits:

Exhibit "A"	Franchise Agreement	Exhibit "K"	Conditional Assignment of Telephone Numbers and Listings and Internet Addresses
Exhibit "B"	Area Development Agreement		
Exhibit "C"	Constructive Group LLC Consulting Agreement	Exhibit "L"	Confidentiality, Nonsolicitation and Noncompetition Agreement
Exhibit "D"	Financial Statements		
Exhibit "E"	Table of Contents of Manuals	Exhibit "M"	List of Franchisees
Exhibit "F"	List of State Agencies/Agents for Service of Process	Exhibit "N"	List of Franchisees Who Have Left the System
Exhibit "G"	State Specific Addenda and Riders	Exhibit "O"	Franchise Compliance Certificate
Exhibit "H"	General Release	Exhibit "P"	State Effective Dates
Exhibit "I"	Principal Owner's Guaranty	Exhibit "Q"	Receipts
Exhibit "J"	Principal Owner's Statement		

_____
Print Name

_____
Date

_____
(Signature) Prospective Franchise Owner

(Your Copy)

RECEIPT

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If Soccer 5 Franchise LLC do not deliver this disclosure document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in Exhibit "D" to this disclosure document.

The franchisor is SOCCER 5 FRANCHISE LLC, located at 8011 SW 127 Ave, Miami, Florida 33183. Its telephone number is (305) 965-9855.

We authorize the respective state agencies identified on Exhibit "D" to receive service of process for us if we are registered in the particular state.

Issuance Date: April 12, 2024

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Name	Principal Business Address	Telephone Number
Scott Georgeson	8011 SW 127 Ave, Miami, Florida 33183	(305) 965-9855

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Exhibit "H"	General Release	Exhibit "P"	State Effective Dates
Exhibit "I"	Principal Owner's Guaranty	Exhibit "Q"	Receipts
Exhibit "J"	Principal Owner's Statement		

_____
Print Name

_____
Date

_____
(Signature) Prospective Franchise Owner

(Our Copy – Return this Copy to Us):

SOCCER 5 FRANCHISE LLC
8011 SW 127 Ave, Miami, Florida 33183
Attn: Scott Georgeson