FRANCHISE DISCLOSURE DOCUMENT

SOCCER POST®

Elite Sports Enterprises, Inc.
a New Jersey Corporation
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Eatontown, NJ 07724
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www.soccerpost.com

Elite Sports Enterprises, Inc. offers franchise rights, under the "SOCCER POST" trademark and brand name to operate retail stores offering soccer equipment, footwear, apparel, accessories and related products and services.

The total investment necessary to begin operation of a Soccer Post Franchise is $201,100-$345,500. This includes $29,500 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Conversion Location Franchise is $56,600-$283,000. This includes $29,500 that must be paid to the franchisor or its affiliates.

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 Sarah Jett at 303 Highway 35, Eatontown, NJ 07724, (585) 831-6169, franchise@soccerpost.com.

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 an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov 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: June 14, 2023

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 or losses. You may 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 Exhibit G.
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 suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 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 Post 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 Post franchisee?	Item 20 or Exhibit G lists 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 a registration requirement, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that 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 that 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 New Jersey. 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 New Jersey than in your own state.

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

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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT AND MIGHT REQUIRE AN AMENDMENT TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND AMENDMENTS, IF ANY, APPEAR IN EXHIBIT C.

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

To simplify the language in this disclosure document, "Elite," "we," "us," "our" or "Franchisor" means Elite Sports Enterprises, Inc., the franchisor, and "you," "your" or "Franchisee" means the franchisee who receives this disclosure document and who, if accepted, signs the franchise agreement. The franchisee may be a person, corporation, partnership, or limited liability company. If the franchisee is a corporation, partnership, or limited liability company, "you," "your" or "Franchisee" includes the current and future owners of interests in the corporation, partnership, or limited liability company.

Elite and its Parents and Predecessors

Elite is a New Jersey corporation incorporated on September 19, 2001. Elite maintains its principal business address at 303 Highway 35, Eatontown, New Jersey 07724. The identity and principal business addresses for our agents for service of process are identified in Exhibit F to this disclosure document. Elite's parent entity is Soccer Post Intermediate LLC, with a principal business address at 303 Highway 35, Eatontown, New Jersey 07724.

Elite's predecessor is Soccer Post International Franchise Corporation ("SPIFC"), having its principal business address at 132 Kings Highway, Suite 300, Haddonfield, New Jersey 08033. On September 6, 2001, Elite purchased the rights to the trademark "SOCCER POST" from SPIFC. In connection with this acquisition, SPIFC assigned its rights and obligations in the Soccer Post franchise system and under all then existing franchise agreements to Elite. From July 1991 until September 2001, SPIFC offered franchises for the same type of business you will be operating, exclusively under the trade name "SOCCER POST." From July 1991 until September 2001, SPIFC or its affiliates also owned and operated one or more franchise businesses which operated under the trade name "SOCCER POST."

Elite's Affiliates

Wilsch, Incorporated, ("Wilsch") is an affiliate of Elite, with its principal place of business at 303 Highway 35, Eatontown, New Jersey 07724, that operates Elite's company owned stores and is an approved supplier.

Soccer Post Shop, Inc., ("Soccer Post Shop") is an affiliate of Elite, with its principal place of business at 303 Highway 35, Eatontown, New Jersey 07724, that operates Elite's company owned online retail business at www.soccerpost.com and is the sole supplier of SOCCER POST® branded products.

Elite's Business and the Franchise Offered

Elite grants franchises to establish and operate a SOCCER POST® retail store (the "Franchise Business") under the form of Franchise Agreement attached as Exhibit A (the "Franchise Agreement"). All SOCCER POST stores operate under the service mark "SOCCER POST" and related trademarks (together, the "Marks") and our marketing plan and proprietary business methods (the "System"). Under the terms of the Franchise Agreement, franchisees are loaned a franchise operations manual (the "Operations Manual").

SOCCER POST stores offer to the public nationally advertised, name brand soccer equipment, footwear, apparel, accessories, and related products and services, which may include certain private label items of Franchisor and/or its affiliates, together with, on a limited basis when authorized or directed by Franchisor, similar products and services related to other sports (the "Franchise Products"). In addition to routine store operations and customer support services, your Franchise Business may, as directed, authorized or permitted by Elite, offer certain services related to soccer and soccer activities, including, without limitation, field rental and field programming (for example, camps and soccer training) and printing and customization of soccer and non-soccer apparel (the "Franchise Services"). Franchise Products, together with Franchise Services, are referred to herein as the "Franchise Products and Services." You will offer Franchise Products and Services to the general public from the premises of the Franchise Business and off-premises at certain promotional events.

Elite also grants franchises for the conversion of existing retail soccer specialty stores into Franchise Businesses (the "Conversion Location Franchise").

Elite's only business activities relate to the franchises described in this disclosure document, including the marketing and sale of franchises and franchise rights, and the sale of goods and services to its franchisees.

The general market for retail sales of sports products and sportswear is well-developed and competitive. You will compete with other retail, wholesale, discount and outlet sporting goods and department stores and other franchises (including other Franchise Businesses owned by third-parties or affiliates of Franchisor) located in strip centers, free-standing units, and regional malls which offer soccer and other sports equipment, athletic footwear and apparel and related sportswear, accessories and services, some of which may be nationally advertised, name brand items. You will also compete with businesses offering similar services through catalogs and via the Internet. The sales of Franchise Products and Services are seasonal, including general retail seasonality and sports seasonality.

Elite previously offered franchises under the Upper 90 brand name after it purchased the common law rights to the brand name from a franchisee, U90, LLC, in 2021. Upper 90 Franchises operated retail stores offering soccer equipment, footwear, apparel, accessories and related products and services. Elite acquired four existing franchise locations in the transaction and stopped offering Upper 90 franchises in 2021. All former Upper 90 locations now operate under the Soccer Post Marks.

Industry Specific Laws and Regulations

Your Franchise Business will be subject to and must comply with various federal, state, and local laws and regulations that apply to businesses in general, such as the Americans with Disabilities Act, federal, state and local wage and hour laws, the Occupational Health and Safety Act, the Patient Protection and Affordable Health Care Act, data security laws, licensing, zoning, land use, construction, public accommodations, environmental, health, sanitation, safety, fire, employment, and public emergencies such as pandemics and epidemics. Your Franchise Business will be subject to various product liability laws applicable to many retail businesses because of your sale of merchandise, apparel, footwear and equipment. You should consult an attorney and consider

all of these laws and regulations related to your Franchise Business. Compliance with the law is solely your responsibility.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer - Blake Sonnek-Schmelz

Mr. Sonnek-Schmelz is the Chief Executive Officer of Elite. Mr. Sonnek-Schmelz joined Elite in March 2010, when Elite acquired the business and rights from SPIFC and continues to serve in that position at its principal executive office in Eatontown, New Jersey.

Chief Financial Officer – George Cruser

Mr. Cruser has served as Chief Financial Officer of Elite since May 2021 and continues to serve in that position at its principal executive office in Eatontown, New Jersey. Prior to joining Elite, Mr. Cruser was President of Reflections Wellness in Hollywood, Florida from January 2017 to April 2021.

Chief Operating Officer - Sarah Jett

Sarah Jett has served as the Chief Operating Officer of Elite since May 2023 and continues to serve in that position at its principal executive office in Eatontown, New Jersey. Prior to that, Ms. Jett was the Chief Brand Officer for Elite since April 2018.

ITEM 3
LITIGATION

Other than the concluded action described below, no litigation is required to be disclosed in this Item.

Pending Cases: None

Concluded Cases: *Commonwealth of Virginia ex rel. State Corporation Commission vs. Elite Sports Enterprises, Inc., et. al.* (Commonwealth of Virginia State Corporation Commission at Richmond, Case No. SEC-2015-00012 filed June 4, 2015). On June 4, 2015, Elite entered into a Settlement Order with the Virginia State Corporation Commission. The Virginia State Corporation Commission alleged that Elite sold two franchises in Virginia without being properly registered in the state of Virginia in violation of the Virginia Retail Franchising Act. While Elite neither admitted nor denied the allegations, Elite entered into a settlement agreement with the Virginia State Corporation Commission and agreed to pay a $20,000 penalty and $2,000 in expenses to resolve the matter. In addition, Elite agreed to share the Settlement Order with the two Virginia franchisees who are no longer active members of the franchise system.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee. You must pay Elite a one-time initial franchise fee of $29,500 when you sign the Franchise Agreement. The initial franchise fee may be negotiated at Elite's sole discretion and is nonrefundable except if you do not locate a site for your Franchise Business, as described below.

If you do not locate a site for your Franchise Business mutually acceptable to both you and Elite within 90 days of signing the Franchise Agreement, then we have the right to terminate the Franchise Agreement. If the Franchise Agreement is terminated for this reason and you sign a general release in favor of Elite, Elite will return to you, without interest, the initial franchise fee actually paid, less an amount not to exceed $10,000, which Elite may retain to cover Elite's expenses and lost opportunity costs.

If you are a Conversion Location Franchise, you must pay Elite a one-time initial franchise fee of $29,500 when you sign the Franchise Agreement and Exhibit B to the Franchise Agreement, the Conversion Location Addendum. The initial franchise fee for Conversion Location Franchises is uniform for all Conversion Location Franchises and is nonrefundable.

We offer a $10,000 discount on the Initial Franchise Fee for veterans and active-duty members of the United States armed forces who will hold at least a 51% ownership interest in the Franchise Business to be developed and operated under a Franchise Agreement. We reserve the absolute right to determine whether you qualify for this discount and we may deny this discount or modify this discount at any time for any reason.

Initial Inventory. You must purchase the initial inventory of Franchise Products necessary to commence operations. You may purchase the initial inventory of Franchise Products from approved suppliers or our affiliates Wilsch or Soccer Post Shop. If you purchase the initial inventory of Franchise Products from our affiliates Wilsch or Soccer Post Shop, your costs will range from $100,000 to $150,000. When you buy part or all of your initial inventory of Franchise Products from our affiliates Wilsch or Soccer Post Shop, or other suppliers, you must pay the invoice in full at the time you place your order. Payments for inventory of Franchise Products purchased from our affiliates Wilsch or Soccer Post Shop are nonrefundable.

ITEM 6
OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
Royalty	5% of Gross Sales.	Paid weekly on the day we designate for	Gross Sales includes all revenue from your

Type of Fee [1]	Amount	Due Date	Remarks
		the preceding Reporting Period. See Note 2.	Franchise Business. Gross Sales does not include sales taxes. See Note 2.
System Brand Development Fund	None currently. Up to 3% of Gross Sales.	Paid weekly on the day we designate for the preceding Reporting Period. See Note 2.	When established, we will deposit this in the System Brand Development Fund controlled by us. See Note 2.
Regional Marketing and Advertising Cooperatives	None currently. May vary with recurring contributions up to 3% of Gross Sales.	Usually on a monthly basis, based on prior month's Gross Sales or as directed by the cooperative.	As of the date of this disclosure document, there are no established cooperatives.
Cost of Marketing, Advertising and Promotional Materials	Varies depending on the type of promotion and the type of materials used in the promotion.	Due upon invoice.	If you purchase advertising or marketing materials from us, we may pass on the cost of these materials to you.
Inventory Purchases from Franchisor or Affiliate	Varies depending on the items purchased.	Due upon invoice.	Purchases are from our affiliates, Wilsch or Soccer Post Shop.
Interest and Late Charges	$250 late fee per occurrence subject to applicable law, plus the lesser of 1% per month or highest rate of interest allowed by law.	Accrues the day after payments are due and payable upon demand.	Applies to past due amounts payable to us.
Transfer Fee	Our then current initial franchise fee.	Before the transfer is effective.	Payable if you conduct an approved transfer of your Franchise Business.
Successor Franchise Fee	Our then current initial franchise fee.	When you sign the then current Franchise Agreement.	Payable if you opt for and qualify for a successor franchise at the end of the initial term.

Type of Fee [1]	Amount	Due Date	Remarks
Inspection and Audit Fee	Interest on past due amount at 1% per month or highest rate of interest allowed by law plus our costs of the audit.	10 days after receipt of our notice to you of any underpayment.	Costs of audit payable only if you understate your Gross Sales by 2% or more, do not submit reports to us or do not cooperate in performance of the inspection and audit. Interest is payable if you understate your Gross Sales by any amount.
Product and Alternative Supplier Review Fee	Our actual cost of any testing and our investigation.	Prior to approval or disapproval of a request for a new or additional supplier or product.	You must make a written request for approval and we will respond within 30 days or your request is deemed disapproved.
Quality Assurance	Our actual cost of any testing and our investigation.	On demand.	If we retain a third-party firm to conduct quality assurance inspections of your location.
Technology Fee	None currently.	Paid weekly on the day we designate for the preceding Reporting Period. See Note 2.	When established, you pay this fee to help defray the costs of system-wide technology involving the Internet, intranet or other electronic platforms. See Note 2.
Stipulated Damages	Equal to Royalty and System Brand Development Fees payable to us during the last 102 weeks immediately preceding termination.	On the date your Franchise Agreement is terminated	Applies if we terminate your Franchise Agreement for default. See Item 17.

Type of Fee [1]	Amount	Due Date	Remarks
Costs and Attorneys' Fees	Will vary under the circumstances.	On demand.	Payable only if you do not comply with the Franchise Agreement.
Indemnification	Will vary depending on nature of the claim involved.	On demand.	If you are obligated to indemnify us, you must pay the costs of defense and resolution we incur, including settlements, judgments, attorneys' fees and defense costs for any claim arising from your ownership, operations or other covered circumstances.
Insurance Premiums	Amount of unpaid premiums plus our expenses for obtaining the policies required.	On demand.	If you fail to obtain or maintain required insurance, we may obtain insurance on your behalf and seek from you reimbursement for insurance, including late charges.
Annual Conference Fee	None currently.	Payable before you attend.	When implemented, you must pay our then-current registration fee for the annual conference and we reserve the right to charge you this fee if you fail to attend. See Note 3.
Temporary Management Assistance	10% of monthly Gross Sales, plus our travel, meals and living expenses.	Paid along with the Royalty.	Payable if we or an affiliate manages your store on a temporary basis if you fail to cure a material breach of the Franchise Agreement, abandon your store,

Type of Fee [1]	Amount	Due Date	Remarks
			while we are deciding on exercising our option to purchase or upon your death or disability.
Conversion Location Franchise restrictive covenant buy-out (in lieu of noncompetition covenant)	Six months of Royalty fees.	Immediately upon termination of the Conversion Location Franchise.	This only applies if you elect to buy-out from your restrictive covenant as provided in the Conversion Location Addendum.
System Modifications	All reasonable costs and expenses associated with system modification.	As required.	You must make changes when we make changes to the franchise system. These may be payable to the us or our designated third-party supplier.
Other Fees	Varies.	We reserve the right to charge you when the fees are implemented.	We may implement additional fees for additional services.

[1] Except for some instances in the past where Elite has negotiated reduced royalty fees, fees are uniformly imposed by and paid to us. All fees are non-refundable.

[2] We have the right to require you to pay all fees that are due us by electronic funds transfer. Upon signing the Franchise Agreement, you must sign and deliver to us and your bank all documents necessary to permit us to electronically debit your bank account for each week's Royalty and other payments that you make to us or to our affiliates. If you fail to report Gross Sales, we may debit your bank account by an amount equal to the amount transferred from your account for the last Reporting Period for which a report was provided to us, together with a late fee on that amount. We will credit any overpayment against the next week's amount due. Any deficiency is debited from your bank account. If you fail to pay us in a timely manner, we may debit your bank account for any amounts due us.

[3] You are responsible for all expenses associated with travel, meals and lodging while you and your employees attend training sessions and meetings. All of these expenses are paid to third parties. These expenses will vary according to where you stay, where you eat and how far you have to travel.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

Traditional Locations

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	$29,500	Lump sum	Upon execution of Franchise Agreement	Us
Lease Deposit (Note 2)	$3,000 - $5,000	As arranged by you	Before opening; as incurred	Landlord
Leasehold Improvements (Note 3)	$0 - $10,000	As arranged by you	Before opening; as incurred	Contractors
Fixtures, Equipment and Signage (Note 4)	$15,000 - 30,000	As arranged by you	Before opening; varies by supplier	Approved suppliers
Insurance (Note 5)	$2,000 - $5,000	Lump sum	As incurred	Insurance carrier or broker
Initial Inventory (Note 6)	$100,000 - $150,000	Lump sum	As incurred	Our affiliates or approved suppliers
Travel and Living Expenses (during Initial Training) (Note 7)	$100 - $5,000	As arranged by you	During training; as incurred	Transportation lines, hotels and other third parties
Professional Fees (Attorney, Architect and Accountant) (Note 8)	$0 - $50,000	As incurred	Before opening	Applicable third party
Business Licenses, Permits and Utility Deposits (Note 9)	$0 - $2,500	As incurred	As arranged by you	Government agencies
Grand Opening Program (Note 10)	$0 - $1,000	As incurred	Before opening	Applicable third party
Point of Sale System, Computer System, Security System and Cameras (Note 11)	$1,500 - $2,500	As arranged by you	Before opening; as incurred	Approved supplier
Additional Funds (3 months) (Note 12)	$50,000 - $55,000	As incurred	As arranged by you	Your employees, approved suppliers, landlord and other third parties
TOTAL (Note 13)	$201,100 - $345,500			

NOTES

Except as otherwise described in the notes below, the above chart provides an estimate of your initial investment and costs necessary to begin operation of a Traditional Location Franchise Business. Actual costs will vary for each franchisee and each location depending on a number of factors. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

Note 1. **Initial Franchise Fee.** See Item 5 for a description of the initial franchise fee. Elite does not finance any initial franchise fees. Elite may refund a portion of the franchise fee as described in Item 5 if Elite terminates the Franchise Agreement because you do not locate a mutually acceptable site for your Franchise Business within 90 days of signing the Franchise Agreement.

Note 2. **Lease Deposit.** The estimate in the chart is for a lease deposit equal to one month's rent. The lease deposit may be refundable based on the policies of the landlord. While you may own or purchase real estate in which to locate your Franchise Business, Elite anticipates that you will lease a location for your Franchise Business in a shopping center. Elite estimates that monthly rent may range from $3,000 to $5,000. Rental rates vary, however, depending upon size, geographical area, whether you lease space in a mall, strip center or a free-standing location and real estate rental market conditions. Before signing the Franchise Agreement, you should contact local commercial realtors to obtain estimates of rental costs in your area.

Note 3. **Leasehold Improvements.** The figures in the chart are Elite's estimate for leasehold improvements, which include construction, build-out and store construction costs. This estimate is based on the costs of building out a standard "white box" location. If you choose a location that requires additional build-out or modifications, your leasehold improvement costs may exceed this estimate. Your initial investment for leasehold improvements will also vary depending upon the size of your Franchise Business and its geographical location. All or a portion of this amount may be covered by a tenant allowance, which would reduce the cost for leasehold improvements.

Note 4. **Fixtures, Equipment and Signage.** These amounts reflect Elite's estimate for the cost of fixtures, equipment and signage. You may purchase fixtures, equipment and signage from or through Elite, our affiliates or from a supplier approved by Elite. Signage includes the cost of an exterior sign and interior graphics. The cost of signage depends on the size and location of your Franchise Business, the particular requirements of your landlord, local and state ordinances, and zoning requirements.

Note 5. **Insurance.** The cost of the business insurance coverage required by the Franchise Agreement will vary from state to state and will depend on your prior loss experience, if any, and/or the prior loss experience of your insurance carrier in the state or locale in which you operate, and national or local market conditions. Typically, franchisees are required to pay the insurance carrier or agent a deposit equal to one-half of the annual premium. Elite estimates that your annual insurance premium will range from $2,000 to $5,000. This estimate does not include the cost of business vehicle coverage for any vehicle you use in connection with the Franchise Business.

Note 6. **Initial Inventory.** This estimate includes the cost of a minimum opening inventory of nationally advertised, name brand soccer equipment, footwear, apparel and accessories. The cost

of initial inventory depends upon the size of your Franchise Business and may vary within the stated range due to seasonal demands. Your initial inventory also may include the private label items you purchase from Elite or our affiliates. If purchased from Elite, one of our affiliates, or any other supplier, the cost of the initial inventory must be pre-paid in a lump sum.

Note 7. **Travel and Living Expenses (during Initial Training).** Elite estimates that the travel and living expenses for you and your employees during training could be between $50 to $2,500 per person for up to two persons.

Note 8. **Professional Fees (Attorney, Architect and Accountant).** Estimated professional fees include fees for legal, accounting, architectural, and other professional and consulting services you will need to assist you in matters relating to the operation of your Franchise Business.

Note 9. **Business Licenses, Permits and Utility Deposits.** You will need to obtain licenses, permits and other approvals needed to build out or remodel your location. You should check with the local agencies that issue these business licenses and permits to determine what licenses and fees might be required for your Franchise Business.

Note 10. **Grand Opening Program.** Elite estimates you should spend around $1,000 on your Grand Opening Program and related expenses.

Note 11. **Point of Sale System, Computer System, Security System and Cameras.** Elite estimates that the computer system, point of sale system, security system and surveillance cameras for your Franchise Business that meets our specifications could be between $1,500 and $2,500.

Note 12. **Additional Funds (3 months).** These amounts estimate other pre-operational expenses, which we have not separately listed above, as well as additional funds necessary for the first three months of your business operations. These figures are estimates and we cannot assure you that you will not have additional expenses starting the Franchise Business. Your costs depend on factors such as the extent to which you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for our products and services, local economic conditions, the prevailing wage rate, competition, your mortgage or rent payments, and the sales level reached during this initial period. This estimate includes a variety of expenses and working capital items during your start-up phase such as: rent, insurance premiums, payroll costs, but your labor expenses may differ depending on actual staffing levels, employee taxes, wage levels and benefit levels, and other miscellaneous costs. These estimates do not include any salary or draw for the Owners. This is only an estimate and there is no assurance that additional working capital will not be needed.

Note 13. **Total.** The totals are estimates for your first location and are based on the operating and franchising experience of our management (see Item 2. Business Experience) as well as amounts we have received from our affiliates and some third party vendors when preparing these figures. These estimates only include required purchases and do not account for optional purchases that you may choose to make. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting or operating your location.

Conversion Locations

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	$29,500	Lump sum	Upon execution of Franchise Agreement	Us
Fixtures, Equipment and Signage (Note 2)	$0 - $30,000	As arranged by you	Before opening; varies by supplier	Approved suppliers
Insurance (Note 3)	$2,000 - $5,000	Lump sum	As incurred	Insurance carrier or broker
Initial Inventory (Note 4)	$0 - $150,000	Lump sum	As incurred	Elite affiliates or approved suppliers
Travel and Living Expenses (during Initial Training) (Note 5)	$100 - $5,000	As arranged by you	During pre-opening training; as incurred	Transportation lines, hotels and other third parties
Professional Fees (Attorney, Architect and Accountant) (Note 6)	$0 - $10,000	As incurred	Before opening	Applicable third party
Grand Opening Program (Note 7)	$0 - $1,000	As incurred	Before opening	Applicable third party
Point of Sale System, Computer System, Security System and Cameras (Note 8)	$0 - $2,500	As arranged by you	Before opening; as incurred	Approved supplier
Additional Funds (3 months) (Note 9)	$25,000 - $50,000	As incurred	As arranged by you	Your employees, approved suppliers, landlord and other third parties
TOTAL (Note 10)	$56,600 - $283,000			

NOTES

Except as otherwise described in the notes below, the above chart provides an estimate of your initial investment and costs necessary to begin operation of a Conversion Location Franchise Business. Real estate costs are not included because a Conversion Location will have an existing owned or leased location for the Franchise Business. Actual costs will vary for each franchisee and each location depending on a number of factors. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

Note 1. **Initial Franchise Fee.** See Item 5 for a description of the initial franchise fee. Elite does not finance any initial franchise fees.

Note 2. **Fixtures, Equipment and Signage.** These amounts reflect Elite's estimate for the cost of fixtures, equipment and signage. You may purchase fixtures, equipment and signage from or through Elite, our affiliates or from a supplier approved by Elite. Signage includes the cost of an exterior sign and interior graphics. The cost of signage depends on the size and location of your Franchise Business, the particular requirements of your landlord, local and state ordinances, and zoning requirements.

Note 3. **Insurance.** The cost of the business insurance coverage required by the Franchise Agreement will vary from state to state and will depend on your prior loss experience, if any, and/or the prior loss experience of your insurance carrier in the state or locale in which you operate, and national or local market conditions. Typically, franchisees are required to pay the insurance carrier or agent a deposit equal to one-half of the annual premium. Elite estimates that your annual insurance premium will range from $2,000 to $5,000. This estimate does not include the cost of business vehicle coverage for any vehicle you use in connection with the Franchise Business.

Note 4. **Initial Inventory.** This estimate includes the cost of a minimum opening inventory of nationally advertised, name brand soccer equipment, footwear, apparel and accessories. The cost of initial inventory depends upon the size of your Franchise Business and may vary within the stated range due to seasonal demands. Your initial inventory also may include the private label items you purchase from Elite or our affiliates. If purchased from Elite, one of our affiliates, or any other supplier, the cost of the initial inventory must be pre-paid in a lump sum.

Note 5. **Travel and Living Expenses (during Initial Training).** Elite estimates that the travel and living expenses for you and your employees during training could be between $50 to $2,500 per person for up to two persons.

Note 6. **Professional Fees (Attorney, Architect and Accountant).** Estimated professional fees include fees for legal, accounting, architectural, and other professional and consulting services you will need to assist you in matters relating to the operation of your Franchise Business.

Note 7. **Grand Opening Program.** Elite estimates you should spend around $1,000 on your Grand Opening Program and related expenses.

Note 8. **Point of Sale System, Computer System, Security System and Cameras.** Elite estimates that the computer system, point of sale system, security system and surveillance cameras for your Franchise Business that meets our specifications could be between $1,500 and $2,500.

Note 9. **Additional Funds (3 months).** These amounts estimate other pre-operational expenses, which we have not separately listed above, as well as additional funds necessary for the first three months of your business operations. These figures are estimates and we cannot assure you that you will not have additional expenses starting the Conversion Location Franchise Business. Your costs depend on factors such as the extent to which you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for our products and services, local economic conditions, the prevailing wage rate, competition, your mortgage or rent payments, and the sales level reached during this initial period. This estimate includes a variety of expenses and working capital items during your start-up phase such as: rent, insurance premiums, payroll costs, but your labor expenses may differ depending on actual staffing levels, employee taxes, wage levels and benefit levels, and other miscellaneous costs. These estimates do not include any salary or draw for the Owners. This is only an estimate and there is no assurance that additional working capital will not be needed.

Note 10. **Total.** The totals are estimates for your first location and are based on the operating and franchising experience of our management (see Item 2. Business Experience) as well as amounts we have received from our affiliates and some third party vendors, when preparing these figures. These estimates only include required purchases and do not account for optional purchases that you may choose to make. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting or operating your location.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a uniform image and uniform quality of Franchise Products and Services throughout the System, you must establish and operate your Franchise Business in compliance with the Franchise Agreement and our required standards and specifications. Our Operations Manual will contain these standards and specifications, which we may modify from time to time.

Location and Lease

You must operate your Franchise Business from the location that we approve and consent to. We consent to locations on a case by case basis, considering items such as demographic characteristics, traffic patterns, parking, access information, area characteristics, competition, the nature of other proximate businesses, size, appearance and other physical and commercial characteristics of the proposed location. You may not sign a lease or sublease agreement until you provide us with a copy of the lease and allow us reasonable time to confirm that the lease contains certain required provisions. You and the landlord must sign a lease addendum (in the form that we approve) in connection with any lease. We reserve the right to reject the lease if the lease does not contain these provisions or the landlord does not sign the lease addendum. You must also provide us with a copy of the fully executed lease or purchase agreement. If you (or your affiliate) desire to own the premises, you may do so only through a separate affiliated business entity and will be required to enter into a lease as the tenant with your affiliate as the land owner, and the lease must reflect

current market rates and other terms and conditions acceptable to us. You are not required to purchase, lease or sublease the real estate from us or our affiliate.

You must submit construction plans, bids, specifications, and any other documentation or forms we may require for our approval before you begin construction, and you must submit all revised plans and specifications to us during the course of construction. You must ensure that the plans and specifications comply with the Americans with Disabilities Act and all other applicable federal, state and local laws, ordinances, building code and permit requirements as well as lease requirements and restrictions.

In developing and operating your Franchise Business, you may purchase only the types of construction and decorating materials, fixtures, equipment (including the POS System and Computer System), furniture and signs that we require and have approved as meeting our specifications and standards for quality, design, appearance, function and performance. You must purchase these items from our affiliates or approved suppliers that meet our then current standards and specifications.

You must maintain the condition and appearance of the Franchise Business, and refurbish and modify its layout, decor and general theme, as we may require to maintain its condition, appearance, efficient operation and overall image. We require that you obtain our written consent to any improvements before construction begins.

POS System, Computer Hardware and Software

You must purchase or lease a point-of-sale system ("POS System") and computer system ("Computer System") that meet our standards and specifications (together with the software we designate), from an approved supplier. See Item 11 for further information on the POS System and Computer System. You must maintain a high-speed Internet connection and allow us access to the data of your Franchise Business. You must run all sales through the POS System.

Purchases from Us or our Affiliates

In order to purchase "Soccer Post" branded Franchise Products, you must make these purchases from our affiliate, Soccer Post Shop. These are not required purchases.

Approved Suppliers and Products

You may sell or use in your Franchise Business only those Franchise Products and Services that we approve. Approved Franchise Products and Services typically meet specifications and/or standards that we develop and are prepared, manufactured or provided by manufacturers, suppliers and/or distributors that are approved by us. We have the right to periodically add to or delete from the list of Franchise Products and Services approved for sale from, or use in your Franchise Business and to update and alter the specifications and standards for approved Franchise Products and Services. We also have the right to approve the manufacturer, supplier and/or distributor of any approved Franchise Products and Services you may sell or use in your Franchise Business.

You must, at all times, maintain a sufficient inventory and supply of all retail items to prevent any items from being unavailable to your customers. We will provide you with lists of approved

manufacturers, suppliers and distributors and lists of approved inventory, products, fixtures, furniture, equipment, signs, supplies and other items or services. The approved supplies may include specific brands or types of supplies or other items that you may buy from any source provided that the items conform to our then current standards and specifications. We, our affiliate, or a third-party vendor or supplier may be the only approved supplier for certain products. We may revise these lists as we deem advisable.

If you want to use any unapproved material, fixture, inventory, supplies, equipment, sign or services, or purchase any items from any supplier that we have not approved, you must first notify us in writing and submit sufficient information, specifications and samples for us to determine whether the material, fixture, inventory, supplies, equipment, sign or services comply with our specifications and standards, or the supplier meets our approved supplier criteria. You may not propose an alternative supplier or item for which we or our affiliate are the only approved supplier or that we have appointed a single approved supplier. We will notify you of our decision within 30 days following our receipt of all requested information. You must reimburse us for the actual cost of any testing and our investigation. We may inspect the facilities and products of any approved supplier or approved item and revoke our approval of any item or supplier that fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or item. As part of the approval process, we may require that a proposed supplier sign a supplier agreement covering such items as insurance, product quality, trademark use, and indemnification.

We apply certain general criteria in approving a proposed supplier, including the supplier's quality and pricing of products, ability to provide products/services that meet our specifications, responsiveness, quickness to market with new items, financial stability, credit program for franchisees, freight costs, and the ability to provide support (merchandising, field assistance, education and training with respect to sales and use of products and services).

As of the issuance date of this disclosure document, there are no sole approved suppliers for any Franchise Products and Services.

You must also participate in any electronic gift card, customer loyalty or frequency program, customer survey program, market research program, guest feedback/hotline program, ordering or delivery system, that we designate at your expense. You may not offer your own gift cards, customer loyalty program or other similar programs.

With the exception of our affiliates, Wilsch and Soccer Post Shop, in which Blake Sonnek-Schmelz, Sarah Jett, and George Cruser are officers and each owns an indirect interest, none of our officers own a material interest in any supplier.

Advertising and Marketing

You must submit to us samples of all marketing, advertising and promotional materials that have not been prepared or previously approved by us. We retain the right to develop and control all marketing and advertising using our Marks. We have the right to require you to participate in electronic advertising by creating, customizing or providing access to a linked web page. Subject

to applicable law, you must participate in any gift/loyalty card program or other marketing promotions we implement.

Insurance

You must purchase and maintain, at your expense, all insurance we require in the types and minimum amounts described below and in the Operations Manual. Your insurance policy or policies must be written by an insurance company that has been approved by us. We reserve the right to designate the insurance vendor you must use. Your insurance policies must include the following minimum requirements: (1) commercial general liability insurance (including bodily injury, property damage, products liability, completed operations', independent contractors', and advertising liability coverage) on an occurrence basis which provides minimum single limit protection of $1,000,000 per occurrence and $2,000,000 aggregate; (2) property and casualty insurance coverage for all perils insuring your inventory, furniture, fixtures, owned and leased equipment, construction of improvements, and your Franchise Business for the full replacement value; (3) workers compensation, employers' liability and such other insurance to meet the greater of all applicable legal requirements of your state or the then-current minimum levels of coverage we require; (4) employment practices liability insurance in such amounts as we may require; (5) automobile insurance to cover all owned, non-owned, and hired vehicles in the amount of $1,000,000 combined single limit; (6) umbrella liability insurance in the minimum amount of $1,000,000 for loss, liability, claim, damage or expense incurred in excess of the primary liability insurance coverage; (7) business interruption insurance coverage for a minimum of six months insuring an interruption in the operation of your business in such amounts as we may require; (8) cyber security and data privacy insurance in such amounts as we may require; and (9) comprehensive crime and blanket employee dishonesty insurance in such amounts as we require.

We may periodically modify the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes and circumstances. If you fail to purchase or maintain this insurance, we may demand that you cease operations or we may obtain insurance for you, in which case you must reimburse us for the cost of the insurance. All insurance policies must name us and our officers, directors, partners, members, affiliates, subsidiaries and employees as additional insureds and give us at least 30 days' prior written notice of material alteration to, cancellation, or non-renewal of coverage. You also must provide us with one or more certificates or other documents we request that evidence your insurance coverage.

Purchasing or Distribution Cooperatives

There are currently no purchasing or distribution cooperatives. We attempt to negotiate purchase arrangements and prices for numerous products for the benefit of the System, but we do not negotiate on behalf of individual franchisees. We may require you to enter into agreements with approved or designated suppliers or distributors.

Rebates

We may derive revenue directly or in the form of rebates or other payments from suppliers based on purchases made by franchisees. As of the date of this disclosure document, we and our affiliates have not received any revenues or rebates from suppliers based on purchases made by franchisees. We reserve the right to use such rebate monies or remuneration in any way we choose. Also, our affiliates earn profits on the sale of goods and services to us and to franchisees.

During Elite's last fiscal year, Elite had total income of $2,057,000 and received $0 in revenues from all required purchases of products and services which represent 0% of our total income during that time. During that same time period, Elite's affiliate, Soccer Post Shop, had total income of $6,993,000, and Soccer Post Shop received $3,219,000 in revenues from all required purchases of products and services which represents 46% of Soccer Post Shop's total income during that time.

Percentage of Purchases

We estimate that the purchase of Franchise Products and Services which meet our standards will represent approximately 5% to 75% of the cost to establish your Franchise Business and 30% to 65% of the cost to operate your Franchise Business.

Material Benefits

We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section In Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 2.3, 5.1 and 5.2 of Franchise Agreement	Items 7, 11 and 12
b. Pre-opening purchase/leases	Sections 5.3 through 5.5 of Franchise Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 5.3 through 5.5 of Franchise Agreement	Items 6, 7 and 11
d. Initial and ongoing training	Sections 7.1 through 7.4 of Franchise Agreement	Item 11
e. Opening	Sections 6.6, 8.1 and 8.2 of Franchise Agreement	Item 11
f. Fees	Sections 4.1, 12.1, 12.3, 13.3 and 13.5 of Franchise Agreement	Items 5, 6 and 7

Obligation	Section In Agreement	Disclosure Document Item
g. Compliance with standards and policies/Operating Manual	Sections 6.1 through 6.5, 9.1, 11.1, 13.1 and 16.1 through 16.6 of Franchise Agreement	Items 8 and 11
h. Trademarks and proprietary information	Sections 14.1 through 14.9 and 15.1 through 15.4 of Franchise Agreement	Items 13 and 14
i Restrictions on products/services offered	Sections 11.1 and 16.2 of Franchise Agreement	Items 8, 11 and 16
j. Warranty and customer service requirements	Section 11 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Section 2.1 of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Sections 11.1 and 16.2 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Section 11.1 of Franchise Agreement	Item 11
n. Insurance	Sections 23.1 through 23.3 of Franchise Agreement	Items 6, 7 and 8
o. Advertising	Sections 13.1 through 13.8 of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section 22.3 of Franchise Agreement	Item 6
q. Owner's participation/ management staffing	Section 11.1 of Franchise Agreement	Items 11 and 15
r. Records and reports	Sections 12.3 and 17.1 through 17.3 of Franchise Agreement	Item 11
s. Inspections and audits	Sections 18.1 through 18.3 of Franchise Agreement	Item 6
t. Transfer	Sections 19.1 through 19.8 of Franchise Agreement	Items 6 and 17
u. Renewal	Section 3.2 of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Sections 20.8 and 21.2 of Franchise Agreement	Item 17
w. Non-competition covenants	Sections 21.1 and 21.2 of Franchise Agreement	Item 17
x. Dispute resolution	Sections 24.1 through 24.8 of Franchise Agreement	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, Elite is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open for business, we will:

1. Provide an initial training program to you and certain management employees that we designate. The initial training program will be held at the training facility we designate (Franchise Agreement, Section 7.2).

2. Review the proposed site you submit to us for review. Site selection acquisition and development is your sole responsibility (Franchise Agreement, Section 5.1). We may assist you in locating a site, but you must make the final decision regarding the location. We must approve your site before you execute a lease or begin construction (Franchise Agreement, Section 5.2). Our approval is based on the following general criteria: demographic characteristics, traffic patterns, parking, access information, area characteristics, competition, the nature of other proximate businesses, size, appearance and other physical and commercial characteristics of the proposed location (Franchise Agreement, Section 5.2). Once we have all of the necessary documentation for review, we typically take no more than 30 days to approve or disapprove your proposed location (Franchise Agreement, Section 5.2). We do not own properties that we lease to you, and we do not assist you in negotiating the purchase or lease of your site, but your lease or acquisition is subject to our approval (Franchise Agreement, Section 5.3). If you do not locate a site mutually acceptable to both you and Elite within 90 days of signing the Franchise Agreement, then Elite has the right to terminate the Franchise Agreement (Franchise Agreement, Section 5.1). Elite may refund the initial franchise fee you actually paid less $10,000 to cover expenses and lost opportunity costs if you sign a general release in favor of Elite (Franchise Agreement, Section 5.1). If you are going to operate a Conversion Location Franchise, the location of your existing store operation will be your approved location. (Conversion Location Addendum, Section 8).

3. Provide you with a rendering for a prototypical location (Franchise Agreement, Section 6.1).

4. Provide you with the standards and specifications for the signs for your location (Franchise Agreement, Section 6.2).

5. Provide you with the standards and specifications for the equipment, inventory and products for your location (Franchise Agreement, Section 6.3).

6. Provide you with the standards and specifications for the POS System and Computer System for your location (Franchise Agreement, Section 6.4).

7. Provide opening assistance during the first week your location opens for business; provided, however, you are exclusively responsible for the hiring, firing, training, scheduling, compensation and control of your employees (Franchise Agreement, Section 8.1).

8. Provide assistance in planning your grand opening program (Franchise Agreement, Section 8.2).

9. Loan or provide you with electronic access to the Operations Manual (Franchise Agreement, Section 9.1).

10. Provide you with our lists of approved suppliers and the products offered by such approved suppliers (Franchise Agreement, Section 16.3).

Length of Time Before Opening

The typical length of time it takes to open your location after signing the Franchise Agreement is 120 to 180 days. The factors which may affect this time period are your ability to locate a site, obtain a lease or financing, obtain permits, the extent to which you must upgrade or remodel an existing location, the delivery schedule for equipment, inventory, signs and supplies, and completion of your training. Unless we otherwise agree in writing, you must open your location within 180 days after you sign the Franchise Agreement or we may terminate the Franchise Agreement (Franchise Agreement, Section 6.6). If you are opening a Conversion Location Franchise, you must open your location within 60 days after you sign the Franchise Agreement or we may terminate the Franchise Agreement (Conversion Location Addendum, Section 9).

Post-Opening Assistance

During the operation of your business, we will:

1. Provide access to any advertising and promotional materials that we may develop. We reserve the right to charge you a fee for the cost of copying or providing any advertising or promotional materials to you (Franchise Agreement, Section 10.2.a).

2. Provide such ongoing support and assistance as we deem appropriate (Franchise Agreement, Section 10.2.b).

3. Provide any ongoing training programs as we deem appropriate (Franchise Agreement, Sections 7.3 and 10.2.c).

4. Provide any updates or changes to the Operations Manual or System (Franchise Agreement, Sections 9.3 and 10.2.d).

5. If established, manage the System Brand Development Fund (Franchise Agreement, Sections 13.2 and 13.3).

6. Conduct periodic inspections of your location and periodic evaluations of the products you use and sell (Franchise Agreement, Section 18.1).

7. Provide assistance in setting a maximum or minimum price that you may advertise for certain retail items. You are free to establish your pricing, but to the extent permitted by applicable law, we may specify minimum and maximum prices for certain retail items. (Franchise Agreement, Section 11.1.o) You must participate in the special promotional programs that we designate (Franchise Agreement, Section 13.11).

Advertising

Grand Opening Program

We and you will decide on a grand opening promotional advertising program to be conducted prior to the date you open for business (Franchise Agreement, Section 8.2). The grand opening program must be approved by us and will consist of a variety of marketing and advertising initiatives to help publicize your grand opening (Franchise Agreement, Section 8.2).

System Brand Development Fund

We have the right to establish and operate a development, marketing and promotional fund (the "System Brand Development Fund") to advertise and promote the System and SOCCER POST stores (Franchise Agreement, Section 13.2). When established, you will pay us a weekly marketing contribution (the "System Brand Development Fund Fee") in an amount of up to 3% of Gross Sales. We will collect the System Brand Development Fund Fee via electronic funds transfer (Franchise Agreement, Section 13.3). We and our affiliates will contribute to the System Brand Development Fund Fee for each location that we and our affiliates operate in the United States at the same percentage rate as a majority of SOCCER POST franchisees must pay to the System Brand Development Fund (Franchise Agreement, Section 13.2). We will deposit all System Brand Development Fund Fees into our general bank account and do not have a separate account for the System Brand Development Fund (Franchise Agreement, Section 13.3).

When established, we may use the System Brand Development Fund to conduct national, regional and local advertising, marketing, promotional and public relations campaigns, including the cost of preparing and conducting print, point of purchase, Internet, electronic, digital advertising, and employing advertising agencies. We also may use the System Brand Development Fund to develop advertising and promotional materials for regional and local advertising cooperatives and for use in each franchisee's local market, for administering gift card programs, gift card incentives and other advertising and marketing activities. We may also contract with various outside advertising agencies and third party vendors to produce certain advertising production and promotional materials and to create and implement public relations campaigns. We will determine the use of monies in the System Brand Development Fund and are reimbursed for the administrative costs, employee salaries and benefits and overhead incurred in administering the System Brand Development Fund (Franchise Agreement, Section 13.3). We are not required to spend any particular amount on marketing, advertising or production in the area in which your Franchise Business is located. System Brand Development Fund Fees not spent in any fiscal year will be carried over for future use. We may make loans to the System Brand Development Fund bearing reasonable interest to cover any deficit of the

System Brand Development Fund and cause the System Brand Development Fund Fee to invest in a surplus for future use by the System Brand Development Fund. System Brand Development Fund Fees will not be used for advertising principally directed at the sale of franchises. At your request, we will provide you with an annual unaudited statement of the receipts and disbursements of the System Brand Development Fund for the most recent calendar year (Franchise Agreement, Section 13.3).

As of the date of this disclosure document, no System Brand Development Fund Fees have been collected.

Local Marketing and Advertising

We require you to spend 3% of your Gross Sales monthly on approved local marketing, advertising and promotion of your business (the "Local Marketing Expenditure"). Products sold at a reduced price or given away, onsite signage and telephone directory listings do not count toward this obligation. You are required to provide us with quarterly reports of your Local Marketing Expenditures. Your Local Marketing Expenditure is reduced to the extent you participate in a local advertising cooperative (Franchise Agreement, Section 13.4).

Advertising Cooperatives

You will participate in, support and contribute a proportionate share of the cost of any cooperative marketing and advertising programs we establish. The amount of your contribution will be determined by the advertising cooperative. We reserve the right to designate regional and local advertising or marketing markets, to establish advertising councils and to establish the bylaws and other rules under which such advertising cooperatives will operate. Locations operated by us or our affiliates within each advertising cooperative will have the same voting power as franchised SOCCER POST store locations. The advertising cooperative will use contributions to fund local and regional advertising and promotional campaigns and activities that we recommend or approve for use by the cooperative. Each advertising cooperative will determine its own voting procedures so long as those procedures are consistent with the general operating rules we have established. We can form, change or dissolve the advertising cooperative, or merge it with another advertising cooperative (Franchise Agreement, Section 13.5).

Point-of-Sale and Computer Systems

You must purchase or lease and use a Lightspeed Retail POS System ("POS System") along with any online applications we require that meet our specifications and requirements (Franchise Agreement, Section 6.4). The cost of the POS System is determined by the third party vendor(s) and generally ranges between $1,500 and $2,000.

The POS System allows you to record sales and is the system for inventory management and must integrate gift card and credit card payments. The POS System installation, configuration and integration must be performed in accordance with our standards and specifications (Franchise Agreement, Section 6.4).

We have no obligation to provide ongoing maintenance, repairs, upgrades, or updates to the POS System. We may require you to purchase, install and implement updates and revisions to the POS

System. No contractual limitation exists on the frequency or cost of this requirement (Franchise Agreement, Section 6.4). We estimate that the annual cost of any optional or required maintenance, repairs, updating, upgrading or support contracts will range from $1,000 to $1,500. We may revise our specifications for the POS System periodically. Consequently, you must upgrade or replace your POS System when the specifications are revised (Franchise Agreement, Section 6.4).

We (or our designated agent) will have independent access to the information generated by the POS System (Franchise Agreement, Section 6.4). There are no limits in the Franchise Agreement on our right to poll information from your POS System. In addition, this requires a high level of internet speed and connectivity and the POS System must be programmed to coordinate the polling of data on a continuous basis.

You may be required to purchase other proprietary software from us or a third party we designate, and/or update any proprietary software at any time. You may be required to enter into a separate computer software license agreement and/or pay a fee to us or any third party supplier we designate for such other proprietary software we may require. There are no contractual limitations on the frequency and cost of this requirement (Franchise Agreement, Section 6.4).

Operations Manual

During the term of the Franchise Agreement, we will loan you one copy of, or allow electronic access to, our Operations Manual, which contains our standards for the System including required and mandatory Franchise Products and Services, specifications, directives, instructions, lists of suppliers, policies, procedures and standards (Franchise Agreement, Section 9.1). The Operations Manual is confidential and remains our property (Franchise Agreement, Section 9.2). You must update your copy of the Operations Manual as we instruct and conform your operations to the updated provisions (Franchise Agreement, Section 9.3).

The current Table of Contents of the Operations Manual, as of the date of this disclosure document, is as follows:

OPERATIONS MANUAL

Table of Contents	Pages
Mission Statement	1
Your Role	1
Training Schedule	1
Training Schedule Description	1
Operate Your Business Ethically	1
Insurance Coverage	1
Your Operations Manual	1
Suggested Change of Policy/Procedure Form	1
Notice of Policy/Procedure Change	1
Limitations of The Manual	1
Franchise Agreement	1
Responsibilities of a Soccer Post Franchisee	1
Responsibilities to Your Customers	1

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Responsibilities to Your Employees	1
Responsibilities to Your Local Community	1
Responsibilities to the Franchisor	1
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Soccer Post Model	2
The Process of Achieving Goals	3
Identification of Market Areas	1
Considering the Decision Making Process	2
Introduction to Management	2
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Applying all of this to your Operation	1
Policy on Fair Employment Practices	7
Staff Selection	2
Profile	1
The Profile of Soccer Post Manager	5
Interviewing	3
Follow-up Procedures	1
Sample Interview Report	1
Employee Personnel File	2
Employee Nondisclosure and Noncompetition Agreement	1
Employee Orientation	2
Employee Relations	2
Training Procedures	1
Training Outline	2
Establishing Your Personnel Policies	1
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Cameras in the Store	2
Example Employee Handbook	30
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ABC Pricing	2
Store Merchandising	6
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Team Uniforms	2
Club Partnership Benefits	1
Club Support Procedures	1

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Example Club Proposal	7
Tournament Guide	2
Camp Sales	2
Record Keeping for Small Businesses	4
Internal Controls	5
Cash vs. Accrual Basis of Accounting	3
Original Records of Transactions	1
Books of Entry	4
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Adjusting the Accounts	2
Financial Statements	6
The Balance Sheet	7
Statement of Operations	3
Financial Statement Analysis	6
Standards of Comparison	1
Welcome	1
TOTAL	**197**

Training Program

As of the issuance date of this disclosure document, the initial operations training program consists of the following:

OPERATIONS TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Opening Observations	2	1	Corporate HQ
Store Layout		1	Corporate HQ
Customer Service and Experience		4	Corporate HQ
Product and Brand Knowledge		4	Corporate HQ
POS Training		2	Corporate HQ
Retail Skills		2	Corporate HQ
Team Sales	4		Corporate HQ
Safety	1		Corporate HQ
Bookkeeping and Reporting	2		Corporate HQ
Merchandising and Store Layout		8	Your store
Managing Your Store		8	Your store
Total	**9**	**30**	

After you have signed the Franchise Agreement, you (if the Franchisee is an individual) or the Operating Principal (if the Franchisee is an entity), together with the general manager, must attend, and complete to our satisfaction, the entire initial operations training program at least 30 days before (but no more than 45 days before) the date your Franchise Business is required to be open (Franchise Agreement, Section 7.2). The initial operations training program is held at our headquarters or other location that we designate, or online on a virtual basis (Franchise Agreement, Section 7.2). If you are opening a Conversion Location Franchise, you (if the Franchisee is an individual) or the Operating Principal (if the Franchisee is an entity), together with the general manager, must attend, and complete to our satisfaction, the entire initial operations training program within 30 days after the effective date of the Franchise Agreement (Conversion Location Addendum, Section 10).

The majority of the initial operations training program consists of on-the-job training and is offered on a year-round basis. You are responsible for the travel, living expenses, meals, compensation and benefits of the persons who attend training programs (Franchise Agreement, Section 7.4). Your employees are required to sign a nondisclosure agreement prior to attending training (Franchise Agreement, Section 15.3.d). We may require that you attend refresher or additional training courses at our then current charge and you are responsible for travel and living expenses to attend refresher or additional training courses (Franchise Agreement, Section 7.3).

The experience of our training instructors is as follows:

Sarah Jett, Chief Operating Officer, will provide initial training on all subjects. She has 12 years of experience working in all aspects of the soccer specialty retail business with Soccer Post.

Matt Karsh, National Director of Team Sales, has 22 years of experience in the soccer team sales industry with Soccer Post.

George Cruser, Chief Financial Officer, has 38 years of business finance experience and three years of experience at Soccer Post.

ITEM 12
TERRITORY

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.

Under the Franchise Agreement, you must operate your Franchise Business at a specific location identified in the Franchise Agreement. You are not granted any options, rights of first refusal, or similar rights to acquire additional franchises under the Franchise Agreement.

You may not conduct business from any site other than the Franchise Business. We do not restrict you from obtaining business for on-premise sales at your Franchise Business and off-premises at certain promotional events that we approve, however, you do not have the right to engage in the sale of Products or Services online or by any method otherwise utilizing the Internet, or engage in any mail order or catalog business, except via means we have approved in our sole discretion.

You acknowledge that the franchise rights granted under the Franchise Agreement are non-exclusive. We (for ourselves and our affiliates) retain all rights not expressly granted to you in the Franchise Agreement, including the right to:

(1) operate or franchise sporting goods stores selling the same or similar products or services using different trademarks and service marks at any location;

(2) offer and sell SOCCER POST branded products or similar products, or other products, through any other distribution channel, including sales through direct mail, online catalogs, websites, email, or other forms of Internet based sales, using the Marks or any other marks, to any location;

(3) offer and sell SOCCER POST branded products or similar products packaged for retail sale through sporting goods stores, mass market retailers, warehouse stores and other retail locations, and sales through distributors or other wholesale locations;

(4) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements involving competing outlets and brand conversions (to or from the SOCCER POST Marks and System); and

(5) engage in any other acts and exercise any rights not expressly and exclusively granted to you under the Franchise Agreement and we are not required to pay you any compensation if we exercise any of these rights.

You may not relocate the Franchise Business without our advance written approval. We condition relocation of the Franchise Business on the following: (1) the proposed new location meets our then current criteria; (2) the new location is approved in writing in advance by us; (3) you deidentify the former location; (4) we approve your new lease, sublease or purchase agreement in accordance with our then current approval process, and (5) you are in compliance with your obligations under the terms of the Franchise Agreement.

There is no minimum sales quota. The continuation of the right to operate the Franchise Business is not dependent upon your achieving certain sales volumes or other contingencies.

ITEM 13
TRADEMARKS

The Franchise Agreement licenses you to use the SOCCER POST® Marks and trade names. The following table lists the principal Marks that you are licensed to use, each of which is registered on the Principal Register of the United States Patent and Trademark Office. All required affidavits and renewals for the trademarks listed below have been or will be filed.

Mark	Registration Date	Registration No.	Register
SOCCER POST	August 29, 2017	5,275,700	Principal
SOCCERPOST.COM	February 20, 2020	5,994,032	Principal

There are currently no effective material determinations by the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceedings or any pending material litigation, involving the Marks that are relevant to your use of the Marks. There are currently no agreements in effect that significantly limit our right to use or license the use of the Marks.

You must follow our rules when you use the Marks. You must use the Marks as the sole service marks identifying your Franchise Business. You must identify yourself as the independent owner of the Franchise Business in the manner we require. You may not use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you), or in any modified form, nor may you use any Mark to advertise unauthorized services or products or in any other manner not expressly authorized in writing by us. We retain the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Marks. You will not register, as Internet domain names, any of the Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar.

You must modify or discontinue your use of a Mark if we require modification or discontinuance of it, at your own expense and without recourse against us.

You must immediately notify us of any apparent infringement of or challenge to your use of any Mark and you may not communicate with any person other than us or our counsel regarding this matter. You may not settle any claim without our written consent. We have no obligation to take any affirmative action when notified of such uses or claims, but rather have the right to take actions we deem appropriate and the exclusive right to control any litigation or any other administrative proceeding arising out of any infringement, challenge or claim against any Mark.

We are not contractually obligated by the Franchise Agreement to protect your right to use the Marks or to protect you against claims of infringement or unfair competition regarding your use of the Marks and have no obligation to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving one or more of the Marks. We will indemnify and defend you if you are held liable in a final and non-appealable judgment to third parties arising out of your authorized use of any Mark and for all costs you reasonably incur so long as we are allowed to provide your defense. We will not pay any of your attorneys' fees if you hire your own attorney. You must cooperate with us in any litigation.

Except as disclosed in this Item, we have no knowledge of any superior prior rights or infringing uses that could materially affect your use of the Marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or copyrights currently registered or pending patent applications that are material to the franchise. We claim copyright ownership and protection in our Operations Manual, promotional and other materials, although these copyrights may not be registered with the United States Copyright Office.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are currently no agreements in effect that limit our right to use and/or authorize franchisees to use the copyrighted materials. There are no infringing uses actually known to us which could materially affect use of the copyrighted materials in any state.

You must promptly notify us if you learn about any unauthorized use of our proprietary information. We are not obligated to take any action, but we will respond to your notification as we deem appropriate. We need not participate in your defense and/or indemnify you for damages or expenses in proceedings involving a copyright. We will indemnify and defend you if you are held liable in a final and non-appealable judgment to third parties arising out of your authorized use of any Copyright and for all costs you reasonably incur so long as we are allowed to provide your defense.

The Operations Manual and other materials and information we may give you access to contain our confidential information that we treat as trade secrets. This information includes, but is not limited to, methods, formats, specifications, product and service offerings, standards, procedures, sales and marketing techniques, inventory control techniques, training techniques, knowledge of and experience in developing and operating SOCCER POST stores, knowledge of specifications for and suppliers of certain fixtures, equipment, materials and supplies, and knowledge of the operating results and financial performance of SOCCER POST stores. You and your owners must not communicate or use our confidential information for the benefit of anyone else during the term of the Franchise Agreement. After the Franchise Agreement terminates or expires, you and your owners may no longer use the confidential information and must return it to us. We may require your employees to sign a form of nondisclosure and non-competition agreement.

If you or your owners develop or learn of any new ideas, concepts, processes, techniques or improvements relating to the operation or promotion of your Franchise Business, you must promptly notify us and disclose to us all necessary information about such ideas, concepts, processes, techniques or improvements, without compensation. These ideas, concepts, processes, techniques or improvements will be assigned to us as our property to become part of the System. You and your owners must sign whatever documents we request to convey ownership to us and to assist us in securing intellectual property rights and protection in such ideas, concepts, processes, techniques or improvements.

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

You must, at all times, faithfully, honestly and diligently perform your obligations under the Franchise Agreement and not engage in any other business or activity that conflicts with your obligations to operate your Franchise Business in compliance with the Franchise Agreement. If more than one individual or a legal entity such as a corporation, partnership or limited liability company owns the franchise, you must designate one of your owners to serve as the Operating Principal. The Operating Principal must be approved by us, have at least a 20 % ownership interest in the entity, and must attend and complete our required training.

Unless you have delegated management responsibility to a general manager who has satisfactorily completed all required training, you or your Operating Principal must have full control over the day-to-day operations of the Franchise Business and must continuously exert your best efforts to promote and enhance your Franchise Business.

If you operate your Franchise Business through a general manager, the general manager must furnish full-time attention and best efforts to the management and operation of your Franchise Business. We do not put a limitation on whom you may hire as your general manager, except that the general manager must satisfactorily complete all required training. The general manager is not required to have an equity interest in the Franchise Business.

If you are a corporation, partnership, limited liability company or other entity, each person or entity that has a direct or indirect ownership interest of 20% or more must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by and personally liable for the breach of every provision of the Franchise Agreement.

Upon our request, all owners, officers, directors, partners, shareholders, members, general manager, other employees and, if applicable, their spouses, shall execute a confidentiality agreement, or a nondisclosure and noncompetition agreement in a form that we require.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use your location solely for the operation of the Franchise Business and must keep the Franchise Business open and in normal operation for the hours and days we specify in the Operations Manual or otherwise in writing. You must operate the Franchise Business in compliance with the methods, standards and specifications in the Operations Manual or as we specify in writing.

You must offer for sale and sell only those Franchise Products and Services that we have approved. You may not offer for sale any products or perform any services that we have not authorized. We have the right to change or supplement the types of authorized products and services and there are no limits on our right to do so. You will sell only at retail to consumers for their own use and not engage in any wholesale or distribution operations or act as a wholesale provider of products or services to any third party. See Item 8. Restrictions on Sources of Products and Services for more specific information on restrictions covering what you may sell.

You may not have or allow any electronic games, vending machines, ATM machines, newspaper racks, entertainment devices, coin or token operated machines, or gambling devices at the Franchise Business and may not sell any tickets, subscriptions, chances, raffles, lottery tickets or pull tabs at the Franchise Business.

We do not limit the customers to whom you may sell products or services provided you do so from the location of your Franchise Business and do not engage in any internet, mail order or catalog sales.

If we require you or you volunteer to participate in a limited time offer, you must comply with the time schedule, terms and conditions of the limited time offer. We may designate maximum and minimum retail prices for approved Franchise Products and Services to the extent permitted by applicable law.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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.

Provision	Section in franchise agreement	Summary
a. Length of the franchise term	Section 3.1	10 years.
b. Renewal or extension of the term	Section 3.2	If you meet requirements, you may acquire 2 successor franchises for additional 5 year terms on our then current terms and conditions.
c. Requirements for franchisee to renew or extend	Section 3.2	Provide advance notice, sign the then current form of franchise agreement (which may include materially different terms than your franchise agreement), be in compliance with your franchise agreement and any other agreement with us or our affiliates, sign a general release in the format attached as Exhibit H to this disclosure document, pay the then current renewal fee, maintain the site or secure a substitute site, bring your store into compliance with our then current specifications and standards, and satisfactorily complete training or refresher programs.
d. Termination by franchisee	Section 20.5	If we materially breach the franchise agreement, you may have the right to terminate the agreement based on our material breach, provided you first give us written notice of the breach and allow 90 days to cure the breach (subject to state law).

Provision	Section in franchise agreement	Summary
e. Termination by franchisor without cause	Section 20.4	We may terminate the franchise agreement if we determine in our sole discretion that there has been an adoption, promulgation, modification or reinterpretation by any governmental authority in the United States of any law, regulation, policy, order, circular or similar directive which action materially and adversely affects our ability to enjoy the full economic benefits of the franchise agreement or to enforce our rights.
f. Termination by franchisor with cause	Sections 20.1 through 20.3	We can terminate if you commit any one of several listed violations.
g. "Cause" defined - curable defaults	Sections 20.2 and 20.3	You have 15 days to cure monetary defaults, misuse of Marks, failure to maintain access to your bank account, POS or computers, or failure to maintain insurance; 30 days for all other curable defaults.
h. "Cause" defined - non-curable defaults	Section 20.1	Unauthorized use or disclosure of Confidential Information, abandonment, insolvency, bankruptcy, assignment for the benefit of creditors, receivership, attachment not released in 60 days, conviction of or a plea of no contest to a felony or other serious crime, repeated defaults (even if cured), unapproved transfers or assignments, law violations not corrected in 3 days, failure to pay taxes, submission of false information, failure to complete initial training, failure to locate an approved site on time; failure to commence operations on time, or loss of right to occupy the premises.

Provision	Section in franchise agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	Section 20.8	Pay all amounts due and stipulated damages, cease use of Marks, assign lease or de-identify, cease use of and return all advertising materials, Operations Manual and Confidential Information, cancel assumed or similar name registrations, transfer phone numbers, comply with covenants (see item "r" below).
j. Assignment of contract by franchisor	Section 19.9	No restriction on our right to assign.
k. "Transfer" by franchisee — defined	Section 19.1	Includes transfer of any interest in you (including your Owners), the franchise agreement, the business operated under the franchise agreement, the franchised location, or grant of a security interest.
l. Franchisor approval of transfer by franchisee	Section 19.1	We have the right to approve or disapprove all transfers.
m. Conditions for franchisor approval of transfer	Section 19.2	60 days' prior notice, proposed franchisee qualifies, purchase agreement terms approved, all amounts owed by you paid, you are in compliance with your agreements with us, pay then current transfer fee, transferee signs our then current form of franchise agreement (which may include materially different terms than your franchise agreement) and other required documents, general release signed by you (Exhibit H to this disclosure document), required guarantees signed, required replacements and upgrades completed, training completed, landlord's consent obtained, trademarks not used in sale process without our consent, (also see items "n" and "r" below).

Provision	Section in franchise agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 19.5	We have the right of first refusal to match any offer for any interest in the agreement, the business premises or the business.
o. Franchisor's option to purchase franchisee's business	Section 20.7	We have the option to buy the assets of your franchised business, including leasehold rights, at book value after expiration or termination of the franchise agreement.
p. Death or disability of franchisee	Sections 19.6 and 19.7	Franchise interest must be assigned to an approved buyer within 90 days of death or disability of you or one of your Owners and must be operated by a trained manager or us during the period prior to the assignment (see item "r" below).
q. Non-competition covenants during the term of the franchise	Section 21.1	You and your Owners and spouses guarantors may not own, operate or manage a similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section 21.2	No direct or indirect involvement by you, your owners or spouses in a competing business for 2 years within 25 miles of your former location or 25 miles of any other SOCCER POST store. If you operate a Conversion Location Franchise, you may pay an amount equal to six months of royalties in lieu of a covenant not to compete.
s. Modification of the agreement	Section 25.1	No modifications except by written agreement, but Operations Manual subject to change.
t. Integration/merger clause	Section 25.2	Only the terms of the franchise agreement are binding (subject to state law), provided that this provision does not disclaim any representations made in the franchise disclosure document. Any representations or promises outside of the franchise disclosure document

Provision	Section in franchise agreement	Summary
		and the franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 24.2	Except for certain claims, a non-binding meeting is required in the city where our principal office is located before litigation, subject to applicable state law.
v. Choice of forum	Section 24.3	State courts in Monmouth County, New Jersey or the U.S. District Court for the District of New Jersey (subject to applicable state law).
w. Choice of law	Section 24.1	New Jersey law (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

Elite does not use any public figure to promote the franchise. No public figure is involved in the management or control of Elite. No public figure has any investment in Elite.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

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 Blake Sonnek-Schmelz, at 303 Highway 35, Eatontown, NJ 07724 or (732) 233-2032, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	19	17	-2
	2021	17	18	1
	2022	18	23	5
Company-Owned	2020	8	8	0
	2021	8	8	0
	2022	8	13	5
Total Outlets	2020	27	25	-2
	2021	25	26	1
	2022	26	36	10

Table No. 2

Transfers of Outlets From Franchisees to New Owners
(other than the Franchisor)
For years 2020 to 2022

State	Year	Number of Transfers
Arizona	2020	0
	2021	0
	2022	1
New Jersey	2020	0
	2021	0
	2022	1
Pennsylvania	2020	0
	2021	0
	2022	1
Total	2020	0
	2021	0
	2022	3

Table No. 3

Status of Franchised Outlets
For years 2020 to 2022*

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arkansas	2020	1	1	0	0	0	1	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
California	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Georgia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maine	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
North Carolina	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	1
New Jersey	2020	4	0	0	0	0	2	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Ohio	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Oregon	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Pennsylvania	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Texas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
Utah	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	2	0	0	0	0	3
Virginia	2020	3	0	0	0	0	0	3
	2021	3	2	0	0	0	0	5
	2022	5	0	0	0	1	0	4
Washington	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Totals	2020	19	2	0	0	0	4	17
	2021	17	2	0	0	0	1	18
	2022	18	5	0	0	1	0	23

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 4

Status of Company-Owned Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Maryland	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	1	0	0	0	3
North Carolina	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	1	0
New Jersey	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
New York	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Pennsylvania	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	5	0	0	0	5
Virginia	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	1	1	0	0
Totals	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
	2022	8	5	1	0	1	13

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 5

Projected Openings As Of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
California	1	2	0
Maryland	0	0	1
New York	0	1	1
North Carolina	0	1	0
Pennsylvania	0	0	1
Virginia	0	0	1
Washington	0	1	0
Totals	1	5	4

A list of the names, addresses and telephone numbers of all current franchisees in our franchise system as of the date of this Franchise Disclosure Document is attached as Exhibit G.

During the last fiscal year the following franchisees had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement since December 31, 2022, or have not communicated with us within 10 weeks of the date of this Franchise Disclosure Document:

Voluntarily Ceased to do Business: None
Involuntarily Terminated: None

Transferred:
Fairfax, VA (John Reeves, Chantilly VA, 703-898-6120)
Cherry Hill, NJ (Jennifer Pinder, Cherry Hill, NJ, 973-479-0329)
Arrowhead, AZ (Brian Baker, Phoenix AZ, 602-763-3254)
Whitehall, PA (Len Bilous, Lehigh Valley, PA, 610-704-8004)

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

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the SOCCER POST franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark specific franchise associations required to be disclosed in this Item.

ITEM 21
FINANCIAL STATEMENTS

Our audited Financial Statements for the periods ended December 31, 2022 and December 31, 2021, December 30, 2020, and December 30, 2019, are attached as Exhibit D. Our unaudited balance sheet and statement of income as of March 31, 2023, is also attached as Exhibit D.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this Franchise Disclosure Document:

Franchise Agreement	Exhibit A
Conversion Location Addendum	Exhibit B
State Specific Addenda	Exhibit C
General Release	Exhibit H

ITEM 23
RECEIPTS

Attached as Exhibit J to this disclosure document are duplicate copies of a receipt page. The last two pages of this disclosure document are a detachable acknowledgment of receipt for you to sign and return to us. Please sign and date each of them as of the date you received this disclosure document and return one copy to us.

EXHIBIT A

FRANCHISE AGREEMENT

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ELITE SPORTS ENTERPRISES, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Franchise Agreement**") is made and entered into by and between **Elite Sports Enterprises, Inc.**, a New Jersey corporation with its principal business address at 303 Highway 35, Eatontown, New Jersey 07724 (referred to in this Franchise Agreement as "**Franchisor**" "**we**," "**us**," or "**our**"), and _____, (a corporation, limited liability company, partnership or individual) with a principal business address at _____ (referred to in this Franchise Agreement as "**Franchisee,**" "**you**," or "**your**") made effective as of the date listed in the signature block of Franchisor (the "**Effective Date**"). In consideration of these premises and the mutual covenants herein, the sufficiency of which are acknowledged, and intending to be legally bound, Franchisor and Franchisee agree as follows:

1. PURPOSE.

1.1 System. Franchisor has developed a system for the operation of a retail store known as SOCCER POST® offering to the public licensed and branded soccer equipment, footwear, apparel, and accessories, along with related products and services under certain valuable service marks and trademarks and the Franchisor's proprietary system for doing business (the "**System**").

1.2 Marks. To maintain and promote the brand and System, Franchisor uses, promotes and licenses certain trademarks, service marks (including SOCCER POST®) and other commercial symbols and associated logos, designs, symbols and trade dress (collectively, the "**Marks**") in the operation of SOCCER POST stores, which have gained and continue to gain public acceptance and goodwill, and Franchisor may create, use and license additional Marks for the operation of SOCCER POST stores.

1.3 System. SOCCER POST stores offer and sell nationally advertised, name brand soccer equipment, footwear, apparel, accessories, and related products and services, which may include private label items of Franchisor and/or its affiliates, together with similar products and services related to other sports, along with services related to soccer and soccer activities, including soccer field rental and soccer field programming for soccer camps and soccer training and printing and customization of soccer and non-soccer apparel that we designate or approve, including all proprietary products or products that are branded with the Marks (the "**Products and Services**"). Our System is comprised of distinctive business formats, methods, procedures, the Marks, operations training, fixtures, equipment, furnishings, work apparel, décor, designs, layouts, signs, color schemes, types of Products and Services, sales techniques, procedures, methods and standards for operation, merchandising, advertising, marketing, sales, inventory control and accounting systems and other matters relating to the operation and promotion of SOCCER POST stores ("**Brand Standards**"), all of which we may change, enhance, further develop or otherwise modify from time-to-time. The manual includes our compilation of the System and substantially all of our Brand Standards, specifications, descriptions of Products and Services, policies, procedures, directives, instructions, lists of suppliers and other resources (the "**Operations Manual**"). We grant to persons, who meet our qualifications and are willing to undertake the

investment and effort, a franchise to own and operate a single SOCCER POST store offering authorized and approved Products and Services utilizing the Marks and System. System.

2. GRANT OF FRANCHISE.

2.1 Grant. You have applied for a franchise to own and operate a SOCCER POST store (the "**SOCCER POST Franchise**"). Subject to the terms of, and upon conditions contained in this Franchise Agreement, we grant you a franchise (the "**Franchise**") to operate one SOCCER POST Franchise at the Franchise Location, as defined herein, and at no other location (temporary or permanent) and use the Marks and System solely in connection with operating the SOCCER POST Franchise. By accepting the grant of the Franchise, you agree that you will, at all times, faithfully, honestly and diligently perform your obligations, continuously exert your best efforts to promote and enhance the SOCCER POST Franchise, and not engage in any other business or activity that conflicts with your obligations to operate the SOCCER POST Franchise in compliance with this Franchise Agreement.

2.2 Business Organization. If Franchisee is, at any time, a business organization (such as a corporation, limited liability company or partnership) ("**Business Entity**"), you agree and represent that:

(a) you have the authority to execute, deliver and perform your obligations under this Franchise 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 the Business Entity are restricted by the terms of this Franchise Agreement, and all certificates and other documents representing ownership interests in the Business Entity will bear a legend referring to the restrictions of this Franchise Agreement;

(c) Attachment B - Statement of Ownership ("**Statement of Ownership**") completely and accurately describes each of the Business Entity's owners ("**Owner**") and their interests therein;

(d) each of your Owners, during the Term of this Franchise Agreement, that have a direct or indirect ownership interest of 20% or more must personally guarantee the performance of the Franchisee hereunder and sign Attachment C - Guaranty and Assumption of the Franchisee's Obligations (the "**Guaranty**") undertaking to be bound jointly and severally by all provisions of this Franchise Agreement and any other related agreements between you and us;

(e) if the Business Entity is an entity owned by more than one individual, Franchisee shall, at all times, designate one of the Owners as the operating principal ("**Operating Principal**") who shall devote full-time and best efforts to supervising the operations of the SOCCER POST Franchise. The Operating Principal is designated in Attachment A - Franchise Data Sheet. The Operating Principal must: (i) have at least a 20% ownership interest in the Business Entity; (ii) have management responsibility and authority over the SOCCER POST Franchise on a day-to-day basis; (iii) be actively engaged on a full-time basis to manage the operation of the SOCCER

POST Franchise; and (iv) satisfactorily complete our Initial Training and any other training programs we request during the Term; and

(f) upon our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of the Business Entity and its Owners (such as articles of incorporation, articles of organization, bylaws, partnership, operating or shareholder agreements).

2.3 Franchise Location. You may operate the SOCCER POST Franchise only at a single location approved or to be approved by us (the "**Franchise Location**"). The Franchise Location is or will be designated in Attachment A - Franchise Data Sheet. You must operate the SOCCER POST Franchise only from the Franchise Location. The Franchise relates solely to the Franchise Location and you have no right to construct or operate any additional, expanded or modified facilities at the Franchise Location or any other location. You must use the Franchise Location solely for the operation of the SOCCER POST Franchise and must not directly or indirectly operate or engage in any other business or activity from the Franchise Location. You shall not participate in any dual branding program, or in any other program, promotion or business pursuant to which another trademark, service mark, trade name, or commercial symbol is used in connection with the SOCCER POST Franchise. If, at the time of execution of this Franchise Agreement, the Franchise Location cannot be designated as a specific address because you have not selected a location that we have approved, then you must select and acquire a location for the SOCCER POST Franchise in accordance with Section 5 of this Franchise Agreement. If approved by us, the Franchise Location shall then be named in a Rider in the form included with Attachment A - Franchise Data Sheet.

2.4 Territorial Rights. We do not restrict you from obtaining business for on-premise sales at your SOCCER POST Franchise to customers who visit the SOCCER POST Franchise in person or contact the SOCCER POST Franchise via telephone or facsimile machine. The only off-premises activities permitted are certain promotional events that we have approved. You do not have the right to engage in the sale of Products or Services online or by any method otherwise utilizing the Internet, or engage in any mail order or catalog business, except via means we have approved in our sole discretion. We reserve the right to operate or franchise sporting goods stores selling the same or similar products or services using different trademarks and service marks at any location. We reserve the right to offer and sell SOCCER POST branded products or similar products, or other products, through any other distribution channel, including sales through direct mail, online catalogs, websites, email, or other forms of Internet based sales, using the Marks or any other marks, to any location. We reserve the right to offer and sell SOCCER POST branded products or similar products packaged for retail sale through sporting goods stores, mass market retailers, warehouse stores and other retail locations, and sales through distributors or other wholesale locations. We reserve the right to acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere. These transactions may include, but are not limited to, arrangements involving competing outlets and brand conversions (to or from the SOCCER POST Marks and System). Such transactions are expressly permitted under this Franchise Agreement, and you agree to participate at your expense in any such conversion as may be required by us. We reserve the right to engage in any other acts and exercise any rights not expressly and exclusively granted to you under this Franchise Agreement and are not required to pay you if we exercise any of these rights.

3. TERM AND SUCCESSOR TERMS.

3.1 Term. The Term of the Franchise and this Franchise Agreement begins on the Effective Date and expires 10 years from the Effective Date (the "**Term**"). This Franchise Agreement may be terminated before it expires in accordance with Article 20.

3.2 Your Right to Acquire a Successor Franchise. Upon the expiration of this Franchise Agreement, if you (and each of your Owners) have substantially complied with this Franchise Agreement during its Term, and any other agreement between you and us or any of our affiliates, you will have the right to acquire the first of two Successor Franchises to operate the SOCCER POST Franchise (a "**Successor Franchise**"), for an additional five year period each, and provided that you comply with all of the following conditions:

(a) you shall have given us written notice of your election to acquire a Successor Franchise not less than six months nor more than 12 months prior to the expiration of the Term;

(b) you maintain possession of the Franchise Location and provide us with written evidence that you have the right to continue in possession for an additional five years, or, in the event you are unable to maintain possession of the Franchise Location, you have secured substitute premises approved by us and furnished, stocked and equipped in full compliance with then-current System specifications and standards prior to the expiration date of this Franchise Agreement;

(c) you shall have completed, no later than 30 days prior to the expiration of the Term, and to our satisfaction, all maintenance, refurbishing, renovating and remodeling of the SOCCER POST Franchise and all of the equipment, fixtures, furnishings, décor, interior and exterior signs therein or thereon as we then require to bring it into compliance with the current applicable specifications and standards so as to reflect the then current image of the System;

(d) you shall have satisfied all monetary obligations owed by you to us and we are satisfied as to your financial condition;

(e) you shall have executed, at the time of such renewal, our then current form of franchise agreement and related documents, which will supersede this Franchise Agreement in all respects and may provide for an increase in royalties and other fees, and contain other material changes;

(f) you shall have paid us a fee in the amount of our then current initial franchise fee;

(g) you shall, at your expense, along with your Operating Principal and General Manager, have completed any new training or refresher programs we require to our satisfaction; and

(h) you, or if you are a Business Entity, the Owners, shall have executed a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, members, officers, directors, employees, agents, successors and assigns arising out of or relating to this Franchise Agreement, or any related agreement, subject to applicable state statutes regulating franchising.

If you fail to comply with all of the requirements of this Section 3.2, you will be deemed to have elected not to acquire a Successor Franchise and your right to acquire a Successor Franchise shall automatically expire at the end of the Term

4. INITIAL FRANCHISE FEE.

4.1 Initial Franchise Fee. In consideration for the right to develop and operate one SOCCER POST Franchise, you agree to pay to us, concurrently with the execution of this Franchise Agreement, a non-refundable initial franchise fee ("**Initial Franchise Fee**") in the amount of $29,500 and the Initial Franchise Fee is fully earned by us when paid. The Initial Franchise Fee is due in a lump sum payment on the Effective Date.

5. SITE SELECTION AND APPROVAL.

5.1 Franchise Location Selection. You are solely responsible for locating a proposed site for the SOCCER POST Franchise that meets our criteria. If you have not located a proposed Franchise Location prior to signing this Franchise Agreement, you must, within 90 days of the Effective Date of this Franchise Agreement, locate a Franchise Location that we have approved. In the event you have not located a site that we have approved for the Franchise Location within 90 days of the Effective Date, this Franchise Agreement will be subject to termination by us. If such a termination occurs and you and your Owners execute a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, members, officers, directors, employees, agents, successors and assigns arising out of or relating to this Franchise Agreement, or any related agreement, subject to applicable state statutes regulating franchising, we will refund to you, without interest, a portion of the Initial Franchise Fee actually paid to us, which will be less the sum of $10,000, which shall be retained by us to defray our costs, including our overhead, administrative expenses and lost opportunity costs.

5.2 Franchise Location Approval. Before entering into a lease or purchasing property, you must obtain our prior written consent to any site proposed as a Franchise Location by promptly submitting a complete site-submittal package, including demographic characteristics, traffic patterns, parking, access information, area characteristics, competition, the nature of other proximate businesses, size, appearance and other physical and commercial characteristics of the proposed Franchise Location, along with other materials we request and on the forms we require for us to review the proposed Franchise Location. If we deem necessary, we will undertake one on-site evaluation of a proposed Franchise Location free of charge. For all subsequent on-site evaluations requested by you or required by us, you agree to reimburse us for our expenses, including, without limitation, travel expenses, and a per diem charge for salaries and room and board. To be effective, any acceptance of a proposed Franchise Location must be in writing and signed by us. We will approve or disapprove a site you propose for the proposed Franchise Location within 30 days after we receive from you all of the materials we request concerning the proposed Franchise Location. You understand and acknowledge that we may reject any proposed Franchise Location, in which case you will not proceed at the rejected site, but will seek to locate an acceptable site. You acknowledge and agree that our recommendation or approval of the Franchise Location does not imply, guaranty, assure, warrant, either expressly or implied, the suitability or success of the SOCCER POST Franchise; after our approval of the Franchise Location, demographic and/or other factors could change to alter the potential of the Franchise

Location, and the uncertainty and instability of such criteria are beyond our control and we will not be responsible for the failure of the approved Franchise Location to meet any level of potential revenue or operational criteria.

5.3 Consent to Lease or Acquisition. You may not sign any lease, sublease or purchase agreement (or any renewal or amendment thereof) unless it contains the terms that we require in accordance with Sections 5.4 and 5.5 and we have approved it in writing. You shall provide us with a copy of any lease, sublease or purchase agreement for the Franchise Location at least 30 days before you intend to sign it and obtain our prior written consent before executing. If we have not approved the lease, sublease or purchase agreement (or any renewal or amendment thereof) in writing within 10 days after we receive a complete copy, then it will be deemed disapproved. You shall also provide us with a copy of the fully executed lease, sublease or purchase agreement (or any renewal or amendment thereof) within 5 days after its execution along with the Lease Addendum.

5.4 Lease Addendum. Any lease or sublease for the Franchise Location shall contain: (i) provisions establishing an initial term or an initial term together with any renewal terms (for which rent must be specified in the lease) of at least 10 years; (ii) provisions expressing the landlord's consent to your use of the Marks and all required signage for the Franchise Location; (iii) granting us the right but not the obligation to assume the lease upon your default under the lease or the termination, transfer or expiration of this Franchise Agreement; and (iv) such other provisions which we may communicate to you. We, you and your landlord must also sign the "**Lease Addendum**" attached hereto as Attachment D - Addendum to Lease Agreement. You agree not to sign any lease, sublease or renewal of a lease unless you have also obtained the Lease Addendum signed by your landlord. You acknowledge that our consent to a lease or sublease for the Franchise Location does not constitute a recommendation, warranty, express or implied, or guarantee by us of the suitability of the lease or sublease. Our review and consent to the lease or sublease is solely for our benefit and you should not rely on our review and consent for any purpose. You should take all steps necessary, including having an attorney review and evaluate the lease or sublease.

5.5 Site Acquisition and Financing. You must meet certain conditions if you desire to own the premises of the Franchise Location or propose to obtain any financing with respect to the Franchise Location. The form of any purchase contract, and the form of any loan agreement with or mortgage in favor of any lender, must be approved 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 to provide us with a concurrent 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 15 days after the expiration of a period in which you may cure such default or deficiency; and

(c) you agree, at our option, to enter into a lease agreement, as the tenant of the Franchise Location, with your affiliate as the land owner, in a form acceptable to us, for a period of time equal to the length of time remaining on the Term of this Franchise Agreement, which requires you, at our option, to lease the Franchise Location to us upon any expiration, termination or approved transfer of this Franchise Agreement pursuant to commercially reasonable terms.

You acknowledge that our consent to a purchase contract, loan agreement or mortgage for the Franchise Location does not constitute a recommendation, warranty, express or implied, or guarantee by us of the suitability or profitability of purchase contract, loan agreement or mortgage. Our review and consent to the purchase contract, loan agreement or mortgage is solely for our benefit and you should not rely on our review and consent for any purpose. You should take all steps necessary, including having your attorney review and evaluate the purchase contract, loan agreement or mortgage.

5.6 Relocation of the SOCCER POST Franchise. If your lease expires or terminates without expiration or termination being your fault, if the Franchise Location shall be taken in condemnation or by eminent domain, if the Franchise Location is destroyed or otherwise rendered unusable by any casualty, or if, in our sole judgment, there is a change in character of the location of the Franchise Location sufficiently detrimental to its business potential to warrant relocation, you may request to relocate the SOCCER POST Franchise to another location provided that: (i) you notify us within 7 days of the occurrence or first notice of the potential taking or other loss of possession; (ii) such new location meets our then current Franchise Location criteria; (iii) the new location is approved in writing in advance by us; (iv) you deidentify the original Franchise Location; (v) we approve your new lease, sublease or purchase agreement in accordance with our then current approval process, (vi) you are in compliance with this Franchise Agreement; and (vii) we authorize you in writing to relocate. Upon our approval of the relocation, you must reopen the SOCCER POST Franchise at the replacement Franchise Location as soon as practicable, but in no event more than 90 days after the closing of the original Franchise Location. You are not permitted to relocate the SOCCER POST Franchise except pursuant to this Section 5.6. Upon the opening of the new location pursuant to the terms of our approval, the new location will become the SOCCER POST Franchise and Franchise Location under this Franchise Agreement.

6. DEVELOPMENT OF THE FRANCHISE LOCATION.

6.1. Construction and Design. You acknowledge that the improvements, layout, fixtures, equipment, design, decor and color scheme of a SOCCER POST store are an integral part of our proprietary System and, accordingly, you shall construct, convert, improve, finish out, design, equip, furnish and decorate the Franchise Location in accordance with this Franchise Agreement, our Brand Standards, any plans and specifications we specify, and with the assistance of contractors, architects and suppliers designated by or otherwise approved by us. You shall obtain our written consent to any conversion, improvements, design or decorating of the Franchise Location before construction, remodeling or decorating begins, recognizing that all such costs are your sole responsibility. We will, at our expense, provide you with a rendering for a prototypical SOCCER POST store. You will, at your expense, retain a licensed architect and will be responsible for the preparation and accuracy of working drawings and construction and architectural plans and specifications for the SOCCER POST Franchise. It shall be your responsibility to have prepared all required site plans, blueprints and construction plans and

specifications to suit the shape and dimensions of the Franchise Location, and to ensure compliance with your lease and all applicable laws, ordinances, statutes and building codes, rules and regulations, and for acquiring all required licenses and building permits relating directly or indirectly to the construction and development of the SOCCER POST Franchise, including the Americans With Disabilities Act and any other laws, rules or regulations regarding public accommodations. You will be solely responsible for all costs and expenses incurred for the construction or renovation of the SOCCER POST Franchise, including, but not limited to, all costs for architectural plans and specifications, all modifications to the standards and specifications necessitated by the structure, construction or layout of the SOCCER POST Franchise, building permits, site preparation, demolition, construction of the parking lot, landscaping, heating, ventilation and air conditioning, interior designs, furniture, fixtures, equipment, leasehold improvements, labor, architectural and engineering fees, electricians, plumbers, general contractors and subcontractors.

6.2. Signs. You shall purchase or otherwise obtain for use at the Franchise Location and in connection with the SOCCER POST Franchise the maximum number and size of signs allowed by applicable building codes, which signs must comply with our required standards and specifications as stated in the Operations Manual or otherwise provided to you in writing. It is your sole responsibility to ensure that all signs comply with applicable local ordinances, building codes and zoning regulations. You will, at your expense, prepare or cause the preparation of complete and detailed plans and specifications for the signs and will submit them to us for prior written approval. Any modifications to our required standards and specifications for signs which must only be made due to local ordinances, building codes or zoning regulations, shall be submitted to us for prior written approval. You are responsible for any and all installation costs, sign panel costs, architectural fees, engineering costs, construction costs, permits, licenses, repairs, maintenance, utilities, insurance, taxes, assessments and levies in connection with the construction, erection, maintenance or use of the signs including, if applicable, all electrical work, construction of the base and foundation, relocation of power lines and all required soil preparation work. You will comply with all applicable federal, state and local laws, regulations, building codes and ordinances relating to the construction, erection, maintenance and use of the signs. You may not alter, remove, change, modify, or redesign the signs unless approved by us in writing. We will have the right to redesign the specifications for the signs and within 90 days after receipt of written notice from us, you will, at your expense, either modify or replace the signs to comply with the new specifications. At no time during the Term may you modify approved signage bearing our Marks without our express prior written consent and without complying with our instructions on how to do so.

6.3. Equipment and Inventory. Prior to commencement of operation of the SOCCER POST Franchise, you shall purchase for use or sale at the Franchise Location and in connection with the SOCCER POST Franchise, the initial inventory of soccer equipment, athletic footwear and apparel and related sportswear, accessories and products and other required equipment and inventory of a type and in an amount that complies with our required standards and specifications. You acknowledge that the type, quality, configuration, capability and/or performance of the equipment, inventory and other Products and Services used or offered through the SOCCER POST are all required standards and specifications which are a part of the System and therefore such equipment, inventory, products and other items must be purchased, leased or otherwise obtained in accordance with our standards and specifications and only from us, our affiliates or suppliers or

other sources we designate or approve. During the Term, Franchisee shall at all times have in stock a minimum inventory of nationally advertised, name brand soccer equipment, athletic footwear and apparel and related sportswear, accessories and products in the amounts set forth in the Operations Manual sufficient to satisfy, in Franchisor's judgment, the demands of Franchisee's customers. Franchisee specifically agrees to maintain certain inventory mixes as specified by Franchisor from time to time. Franchisee acknowledges and agrees that Franchisor and other suppliers may require Franchisee to pay cash on delivery (C.O.D.) for purchases of inventory, and Franchisee shall do so if required. Upon your written request, we will assist you with ordering your initial inventory on your behalf and at your expense but at no additional expense to you for our ordering services. However, we do not guarantee that any specific vendor will approve an account for you or sell product to you for resale purposes. If at any time during the Term, Franchisor and/or an affiliate of Franchisor develops or offers for sale private label items for use in the System, Franchisee shall be required to offer and sell the private label items and to maintain an inventory of such private label products sufficient to meet the demands of Franchisee's customers. You shall actively promote the sale of such proprietary products and shall use the percentage of your retail floor, shelf or rack space we designate and stock such proprietary products. You acknowledge that you may be required to purchase such private label items from Franchisor or an affiliate, or a limited number of suppliers approved by Franchisor.

6.4 Point-of-Sale System and Computers. You shall purchase, license, install and maintain, at your expense, a new electronic point-of-sale cash register system and software along with other designated equipment including service and support (collectively, the "**POS System**") designated by us or which meets standards and specifications we have established, as may be modified by us from time-to-time. In addition to the POS System, you shall purchase, install and maintain, at your expense, any computer systems, including, without limitation, both hardware and software, or other existing or future communication or data storage systems (collectively the "**Computer System**"), we designate or which meet standards and specifications we establish, as may be modified by us from time-to-time. We reserve the right to require you to purchase and utilize POS System and Computer System hardware and software obtained from us, an affiliate, or a supplier we designate. We reserve the right to require you, at your expense and upon 30 days' notice, to purchase, install and implement such POS System or Computer System software and hardware as we may designate, including updates and changes to the POS System or Computer System, a new POS System or Computer System, or any new required software. We may periodically require you, at your expense, to upgrade, update or replace the POS system and Computer System to remain in compliance with our then current POS System and Computer System standards and specifications. You are responsible for all maintenance costs associated with the POS System and Computer System and we have no obligation to provide any maintenance, repairs, upgrades or updates to the POS System or Computer System. You agree that we, or our designated agent, shall have the right to retrieve any data and information from your POS System as we, in our sole discretion, deem appropriate, with the cost of the retrieval and transmittal to be borne by you. You must faithfully record all sales information through the POS System in the manner we prescribe or as specified in the Operations Manual simultaneously with the occurrence of each transaction and grant us or our agent the right to access all of your data and reports from the POS system by direct or remote electronic means. From time-to-time, upon written notice to you, you must enter into the then current form of such POS System, Computer System or Software related agreements as we may designate. In the future, we may implement a

technology fee related to support we or our designees provide to you respecting the Internet, any intranet and other electronic platforms. When implemented, the Technology Fee shall be payable concurrently with, and in the same manner as, the payment of the Royalties as described in Section 12.3. You, at your sole cost, shall subscribe to our designated electronic network connection service to facilitate communication between you and us and/or among SOCCER POST store franchisees. You shall install and maintain a high-speed Internet connection at the Franchise Location to allow us access to data and other information concerning the SOCCER POST Franchise.

6.5. Permits and Licenses. You will, at your expense, be solely responsible for obtaining all sales, utility, sign, business and other permits and licenses as may be required for the lawful construction and operation of the SOCCER POST Franchise, together with all certifications from government authorities having jurisdiction over the Franchise Location. You are solely responsible to ensure that all requirements for construction and operation have been met, including zoning, access, sign, fire and safety requirements, building and other required construction permits, licenses to do business, fictitious name registrations, sales tax permits, and fire clearances. You agree to obtain all necessary contractors' sworn statements and partial and final lien waivers for construction, remodeling, decorating and installation of equipment at the Franchise Location. You shall keep copies of all fire department, building department and other similar state and local agency and entity certifications, licenses, and reports of inspections on file and available for review by us. Copies of all subsequent inspection reports, warnings, certificates and ratings issued by any governmental entity during the term of this Franchise Agreement in connection with the conduct of the SOCCER POST Franchise which indicate your failure to meet or maintain the highest governmental standards, or less than full compliance with any applicable law, rule or regulation, shall be forwarded to the us within 5 days of your receipt thereof.

6.6. Commencement of Operations. Unless otherwise agreed to by us in writing, you have 180 days from the Effective Date of this Franchise Agreement within which to commence operation of the SOCCER POST Franchise ("**Required Opening Date**"). We, in our sole discretion, may extend the time in which you have to commence operations for a reasonable period of time in the event factors beyond your reasonable control prevent you from meeting the Required Opening Date, so long as you have made reasonable and continuing efforts to comply with your obligations under this Franchise Agreement, you submit a written request for an extension of time at least 30 days before the Required Opening Date, provided that your failure to open the SOCCER POST Franchise within any such extended period will be a material default of this Franchise Agreement. You must obtain our written approval prior to opening the SOCCER POST Franchise for business and agree not to open the SOCCER POST Franchise for business until:

(a) you have obtained all necessary permits, licenses, bonds and approvals, and satisfied all applicable legal requirements for the lawful operation of your SOCCER POST Franchise;

(b) we approve the SOCCER POST Franchise as developed in accordance with our specifications and standards;

(c) all required training has been completed to our satisfaction;

(d) all payments we require from you prior to opening have been paid;

(e) we have approved the person you have employed to serve as the general manager of the SOCCER POST Franchise (the "**General Manager**") and the General Manager has satisfactorily completed the Initial Training;

(f) we have been furnished with copies of all insurance certificates required by this Franchise Agreement, or such other evidence of insurance coverage and payment of premiums as we request; and

(g) we have received fully executed copies of all required documents pertaining to your acquisition of the Franchise Location.

7. TRAINING AND MEETINGS.

7.1 Training. You agree that in order to operate the SOCCER POST Franchise in accordance with the System and Brand Standards it is imperative that you attend and complete all training and attend all meetings as we may periodically require.

7.2 Initial Training. Either the Franchisee (if the Franchisee is an individual) or the Operating Principal of the Franchisee, and the General Manager are required to attend the full initial operations training program (the "**Initial Training**") which we, at our option, will offer at our headquarters in Eatontown, New Jersey or other location that we designate, or online on a virtual basis. Up to two individuals are eligible to participate in the Initial Training program without charge of tuition or a fee. All required individuals must successfully complete the Initial Training program as required at least 30 days prior to (but no more than 45 days before) the Required Opening Date. If it becomes necessary to provide the Initial Training program to any replacement General Managers or Operating Principals during the Term of this Franchise Agreement, or if Franchisee sends more than two individuals to the Initial Training program, you must pay us our then-current additional per person training fee prior to attending the Initial Training program. You are otherwise responsible for training your staff. Successful completion of Initial Training and any additional or extended initial training we require to our satisfaction is a condition that must be completed prior to the opening of your SOCCER POST Franchise to the public. If you fail to complete all required Initial Training to our satisfaction, we may terminate this Franchise Agreement.

7.3 Additional Training Programs. From time-to-time, we may present or hold seminars, conventions or continuing development programs or meetings. Either the Franchisee (if the Franchisee is an individual) or the Operating Principal of the Franchisee and the General Manager must attend all programs as Franchisor designates. We reserve the right to charge a fee for any programs that you or your personnel are required to attend, regardless of actual attendance. Either the Franchisee (if the Franchisee is an individual) or the Operating Principal of the Franchisee must attend the Franchisor's annual franchise conference ("**Annual Conference**"). There is currently no registration fee for attending the Annual Conference, but we reserve the right to do so in the future. The date and location of all Annual Conferences will be at our sole

discretion. We may require the Franchisee (if the Franchisee is an individual) or the Operating Principal of the Franchisee (or your General Manager) and/or previously trained and experienced employees/staff to attend periodic refresher training courses ("**Additional Training**") at such times and locations that we designate or online on a virtual basis. If we require any Additional Training, or if, at any time after the SOCCER POST Franchise opens, you hire additional management personnel or replace one or more of your General Manager(s), the employees must satisfactorily complete our Additional Training program at your expense. At your request, we will furnish additional guidance and assistance, but we may charge you a fee to cover expenses that we incur in connection with such training or guidance, including per diem charges and travel and living expenses for our personnel.

7.4 Expenses During Training Programs. Franchisee shall be responsible for all costs of attending training programs, including travel expenses, living expenses, salaries, wages and benefits, and all other expenses incurred by the Franchisee (if the Franchisee is an individual) or the Operating Principal of the Franchisee, and the Franchisee's employees or other trainees in connection with attendance at any of the Franchisor's training programs, including Initial Training, and any other Additional Training. Training participants will not receive any compensation from the Franchisor while attending the Franchisor's training programs. The availability of the training programs shall be subject to space considerations and prior commitments to new franchisees.

7.5 Additional Meetings. From time-to-time, we may request a mandatory meeting with the Franchisee (if the Franchisee is an individual) or the Operating Principal of the Franchisee (and, in some cases, the Franchisee's General Manager) at a time and place designated by us. We shall give you at least 10 days' prior written notice of any meeting that is deemed mandatory. You will be responsible for all traveling and living expenses associated with the Franchisee (if the Franchisee is an individual) or the Operating Principal of the Franchisee or General Manager's attendance at all mandatory meetings.

8. ASSISTANCE IN OPENING.

8.1 Opening Assistance. To assist you in the initial establishment of and opening your SOCCER POST Franchise, we, or our designee, shall provide opening assistance consisting of on-site or virtual training and initial opening assistance during the first week your SOCCER POST Franchise opens for business; provided, however, that you shall hire and be exclusively responsible for the hiring, firing, training, scheduling, compensation and control of your employees. You are responsible for all travel, living, meals and other expenses for our representative while onsite at the Franchise Location. We reserve the right to waive the provision of onsite opening assistance for second and subsequent SOCCER POST locations operated by the Franchisee. Additional days of onsite opening assistance or additional trainers may be provided by Franchisor for our then current fee, per day, per trainer. Franchisee is solely responsible for all reasonable expenses of Franchisor related to additional onsite opening assistance, including per diem charges and travel and living expenses for our personnel.

8.2 Grand Opening Program. The Franchisor and Franchisee will develop and you agree to conduct a grand opening advertising and promotional campaign for the SOCCER POST Franchise. We will provide you with our grand opening advertising and promotional program materials ("**Grand Opening Program**") which are intended to facilitate the introduction of the

SOCCER POST Franchise to the market. You will develop and submit to us, at least 30 days before the Required Opening Date, any modifications to the Grand Opening Program for our comment and acceptance or rejection. If we do not approve your modifications to the plan within 10 days of receipt, it will be deemed rejected. Once accepted by us, you must proceed to execute and complete the Grand Opening Program as accepted.

9. OPERATIONS MANUAL.

9.1 Operations Manual. We will loan you or provide electronic access to, including online or other forms of electronic format, during the Term of this Franchise Agreement, one copy of our Operations Manual covering our Brand Standards including the required and mandatory Products and Services, specifications, directives, instructions, lists of suppliers, policies, procedures and standards that we prescribe from time-to-time for operating a SOCCER POST Franchise and information relating to your other obligations under this Franchise Agreement and related agreements. The Operations Manual shall be considered a part of this Franchise Agreement. The Operations Manual also will include recommended practices, policies and guidelines that Franchisee may, but is not required to, follow in connection with the operation of the SOCCER POST Franchise.

9.2 Confidentiality of Operations Manual Contents. The Operations Manual is our proprietary information and will be deemed Confidential Information, as defined herein, for purposes of this Franchise Agreement. You agree to maintain the Operations Manual as confidential and maintain the information in the Operations Manual as confidential. You shall only use the Operations Manual during the Term of this Franchise Agreement and in strict accordance with the terms and conditions hereof. You shall not duplicate the Operations Manual nor disclose its contents to persons other than your employees who need the information to perform their jobs. You shall return the Operations Manual to the Franchisor upon the expiration, termination or transfer of this Franchise Agreement.

9.3 Changes to Operations Manual. You agree to follow the standards, specifications and operating procedures we establish periodically for the System that are described in the Operations Manual. The Operations Manual may be modified, updated and revised periodically to reflect changes in Brand Standards and the System. You also must comply with all updates and amendments to the System as described in newsletters or notices we distribute, including via the Internet or intranet or other media we select. We reserve the right to revise the Operations Manual from time-to-time as we deem necessary to update operating and marketing techniques or standards and specifications in any manner. You must, within 30 days of receiving any update (or such earlier time period as we designate), update your copy of the Operations Manual as we instruct and conform your operations to the updated provisions. You acknowledge that the master copy of the Operations Manual maintained by the Franchisor at its principal executive office shall be controlling in the event of a dispute relative to the contents of any Operations Manual.

10. OPERATING ASSISTANCE.

10.1 General Guidance. We will advise you from time-to-time regarding the operation of your SOCCER POST Franchise based on reports you submit to us or inspections we make.

Such guidance will, at our discretion, be furnished in the Operations Manual, bulletins or other written materials and/or during telephone consultations and/or consultations at our office.

10.2 Franchisor's Assistance. We agree that, during the Term, the Franchisor, or its designated representatives, shall make available to the Franchisee the following assistance:

(a) access to any advertising and promotional materials as we may develop subject to a fee for the cost of copying or providing the advertising and promotional materials;

(b) such ongoing support and assistance as we deem appropriate;

(c) any ongoing training programs as we deem appropriate; and

(d) any updates or changes to the Operations Manual or System.

11. FRANCHISEE'S OPERATIONAL COVENANTS.

11.1 SOCCER POST Franchise Operations. You acknowledge and agree that your operation and maintenance of the SOCCER POST Franchise in accordance with Brand Standards is essential to preserve the goodwill of the Marks and the System. Therefore, at all times during the Term of this Franchise Agreement, you agree to comply with each and every Brand Standard, as we periodically modify and supplement them during the Term of this Franchise Agreement. You further acknowledge that you are solely responsible for the successful operation of the SOCCER POST Franchise. In addition to all other obligations contained herein and in the Operations Manual, you covenant that:

(a) You agree to utilize the Marks and System to operate all aspects of the SOCCER POST Franchise in accordance with the required standards and specifications developed and prescribed from time-to-time by Franchisor, all of which are a part of the System. You will maintain and operate a clean, safe, and high quality SOCCER POST Franchise and shall promote and operate the SOCCER POST Franchise in accordance with the requirements of the Operations Manual and in such a manner as not to detract from or adversely impact the SOCCER POST name and Marks, reputation and the goodwill associated therewith;

(b) You will conduct yourself and operate the SOCCER POST Franchise in compliance with all applicable federal, state, city, local and municipal laws, statutes, ordinances, rules and regulations pertaining to the operation of the SOCCER POST Franchise, including, but not limited to: (i) all applicable licensing laws; (ii) all applicable safety regulations and laws; (iii) environmental and waste disposal laws; (iv) employment law (including all wage and hour laws, employment laws, workers' compensation laws, unemployment insurance, immigration laws, occupational hazard and health laws, discrimination laws, sexual harassment laws, disability and discrimination laws); and (v) tax laws (including those relating to federal, state and local individual and corporate income taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, inventory taxes, personal property taxes, and real estate taxes). The SOCCER POST Franchise must at all times adhere to good business practices, high standards of honesty, and ethical business conduct in all dealings with customers, suppliers and us in such a manner as to promote a good public image in the community;

(c) You acknowledge that proper management of the SOCCER POST Franchise is extremely important to the SOCCER POST brand and the Marks. You agree to ensure that the Operating Principal or General Manager will be responsible for the management of the SOCCER POST Franchise after commencement of operations, and either the Franchisee (if the Franchisee is an individual) or the Operating Principal or General Manager be available at the Franchise Location at all times during operation of the SOCCER POST Franchise. You also agree that, upon our request, you shall retain and implement additional services or other support for the business that we designate. We may require that you hire a service-provider that we designate as your provider of accounting, payroll and/or bookkeeping services.

(d) You acknowledge that the Franchise granted hereunder requires and authorizes you to offer only the designated, authorized or previously approved Products and Services as are more fully described in the Operations Manual, as modified or revised from time-to-time by Franchisor, which may include seasonal items and limited time offer items. You shall use only those bags, uniforms, paper goods, and other packaging supplies or items bearing the Marks that are specified in the Operations Manual, as modified or revised from time-to-time by Franchisor. You shall implement any additions and changes to the Products and Services as required by Franchisor. You shall maintain at all times a sufficient inventory and supply of all Products to prevent any items from being unavailable to its customers. You agree to display all items in accordance with Franchisor's standards and specifications and to obtain all Products and Services from Approved Suppliers, as defined herein, that Franchisor designates (if applicable). You shall offer all types of Products and Services as from time-to-time may be prescribed by Franchisor and shall not offer any other types of services or products, or operate or engage in any other type of business or profession, from or through the SOCCER POST Franchise. You shall, at all times, offer, provide and perform such services as may be required by the Operations Manual or as directed by Franchisor from time to time, including field rental and field programming (such as, camps and soccer training) and printing and customization of soccer and non-soccer apparel. You shall be restricted from offering or selling any products or services not previously approved by Franchisor in writing and shall further be restricted from producing or distributing the authorized Products and Services for wholesale, non-retail or off-site sale except as specifically permitted under the terms of this Franchise Agreement. You shall engage in all types of advertising, marketing and promotional activities as from time-to-time may be prescribed by Franchisor and shall not engage in any advertising, marketing or promotional activities unless Franchisor's prior written consent is first obtained;

(e) You shall promptly pay when due all taxes and other obligations owed to third parties in the operation of the SOCCER POST Franchise, including all federal, state and local taxes, and all accounts or other indebtedness of every kind incurred in the conduct of business by the SOCCER POST Franchise. In the event of a bona fide dispute as to the liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall you permit a tax sale or seizure by levy or execution or similar writ, warrant, or attachment by a creditor to occur against the premises of the Franchise Location or any improvement thereon. You must also pay all state and local taxes, including taxes denominated as income or franchise taxes, that may be imposed on Franchisor as a result of its receipt or accrual of the Initial Franchise Fee, the Royalty Fee, or other fees referenced in this Franchise Agreement,

whether assessed against you through withholding or other means or whether paid by Franchisor directly;

(f) You shall comply with all agreements with third parties related to the SOCCER POST Franchise including, in particular, all provisions of any purchase agreement for Products and Supplies, the premises lease or any equipment lease. You shall promptly notify Franchisor in writing of any notices of default or non-compliance under any third-party contracts related to the operation of the SOCCER POST Franchise, by promptly sending copies of all such notices to Franchisor. You agree to provide Franchisor with written authorization to request and receive information from any and all vendors from which you purchase any goods, products and/or services to obtain information directly from such vendors about your account, including information about your account status, discounts provided, number and dollar value of items purchased and any other information requested by Franchisor;

(g) You agree to maintain the cleanliness, sanitation, condition and appearance of the SOCCER POST Franchise, and refurbish and modify its layout, decor and general theme, as Franchisor may require, to maintain its condition, appearance, efficient operation and overall image. You will replace worn out or obsolete fixtures, lighting, equipment, furniture, or signs, and paint and repair the interior and exterior of the SOCCER POST Franchise and maintain the adjacent parking areas, sidewalks and other areas used by customers. If at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the SOCCER POST Franchise premises (including any areas used by customers) or its fixtures, equipment, furniture, decor or signs does not meet our then-current standards, we will notify you in writing, specifying the actions that need to be taken to correct the deficiency. If you, within 10 days after receipt of that notice, fail to commence action and continue in good faith and with due diligence to undertake and complete any required maintenance or refurbishing, we may (in addition to the rights under Article 20 below) enter the SOCCER POST Franchise premises and correct the deficiencies on the your behalf and at your expense;

(h) You will, at your expense, make such reasonable capital expenditures necessary to remodel, modernize and redecorate the Franchise Location and to replace and modernize the supplies, fixtures, signs, décor and equipment used in its SOCCER POST Franchise so that the SOCCER POST Franchise reflects the then current physical appearance of new SOCCER POST stores. Franchisor may require you to take such action: (i) upon our written request; (ii) as a condition to the transfer of any interest as further described in Section 19.2; and (iii) as a condition of granting a Successor Franchise. You acknowledge and agree that the requirements of this Section 11.1(h) are both reasonable and necessary to ensure continued public acceptance and patronage of SOCCER POST stores and to avoid deterioration or obsolescence in connection with the operation of the Franchise Location;

(i) If the Franchise Location is damaged or destroyed by fire or any other casualty, you will, within 30 days, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) repairs or reconstruction, to restore the Franchise Location to its original condition before the casualty. If the damage or destruction is of a nature or to an extent that you can repair or reconstruct the Franchise Location consistent with the then-current decor and specifications of a new SOCCER POST store without incurring substantial additional

costs, Franchisor may require you, by giving written notice, to repair or reconstruct the Franchise Location in compliance with Franchisor's then-current decor and specifications;

(j) You shall at all times during the Term of this Franchise Agreement own and control the SOCCER POST Franchise authorized hereunder. Upon our request, you shall promptly provide satisfactory proof of such ownership to Franchisor. You shall promptly provide Franchisor with a written notification if the information contained in the Statement of Ownership changes at any time during the Term of this Franchise Agreement and shall comply with the applicable transfer provisions contained in Article 19 herein. Any person or entity that at any time after the Effective Date becomes an Owner of Franchisee will, as a condition of becoming an Owner, sign the Guaranty;

(k) You shall at all times during the term of this Franchise Agreement keep the SOCCER POST Franchise open on the days and during the business hours as may be designated by Franchisor from time-to-time in the Operations Manual. Any deviation from the designated days and hours or offsite events must be approved in advance in writing by us;

(l) You shall install, and keep operational at all times, a security system and surveillance cameras in and around the Franchise Location at your expense;

(m) You will not permit any electronic games, vending machines (including cigarette, gum and candy machines), ATM machines, newspaper racks, entertainment devices, coin or token operated machines, or gambling devices to be used at the Franchise Location and will not sell or allow your employees to sell any subscriptions, chances, raffles, lottery tickets or pull tabs;

(n) You shall at all times maintain adequate staffing levels with proper uniforms and appearance at the SOCCER POST Franchise. You shall be solely responsible for all employment decisions and functions of the SOCCER POST Franchise including those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, health insurance, benefits, recordkeeping, scheduling, supervision, and discipline of employees, regardless of whether or not you receive advice from Franchisor on any of these subjects. You acknowledge and agree that all personnel decisions shall be made by you without any influence or advice from Franchisor and such decisions and actions shall not be, nor be deemed to be, a decision or action of Franchisor. You must prominently post signs at the SOCCER POST Franchise (including in the area in where all official employment-related notices are posted) informing your employees that their relationship is solely with you and that they are not an employee of us or any of our affiliates. Similar language must be included in all of your employment contracts, offer letters and employee handbooks;

(o) Subject to applicable law, we may periodically set a maximum or minimum price that you may advertise for specified retail items. If we impose a maximum advertised price for any retail item, you may not advertise a higher price. If we impose a minimum advertised price for any retail item, you may not advertise a lower price. Further, you must comply with any advertising policy we adopt which may prohibit you from advertising any price for a retail item that is different than our suggested retail price;

(p) You agree that the SOCCER POST Franchise must comply with all applicable laws relating to the privacy of consumer, employee and transactional information ("**Privacy Laws**"). You further agree that you must comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies relating to Privacy Laws and actual applicable law, you must: (i) comply with the requirements of applicable law; (ii) immediately give Franchisor written notice of such conflict; and (iii) promptly and fully cooperate with Franchisor and its counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law;

(q) You are solely responsible for compliance with all applicable legal, regulatory and credit card requirements regarding the use of information technology and personally identifiable information in the SOCCER POST Franchise. You shall honor all debit, credit, charge or other credit devices that we specify. You shall also comply with the then current Payment Card Industry Data Security Standards ("**PCI/DSS**") as those standards may be revised by the PCI Security Standards Council, LLC or successor organization, including: (i) implementing (at your expense) all security requirements that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and (ii) participating in (at your expense) a standardized PCI/DSS compliance program that is provided by a PCI/DSS vendor. In the event you are unable to demonstrate full compliance with PCI/DSS (or the then applicable current standards) by providing a report from an independent third party qualified security assessor, we may require you to engage the services of an approved vendor to assist you with demonstrating full compliance on an ongoing basis. Additionally, we may require you to use, and directly contract with, certain approved third-party vendors for some or all of your technology security compliance and/or credit card or governmental requirements related to the transmission/processing of debit and credit card transactions and personally identifiable information. You shall immediately notify us if you become aware of any breach, or suspected breach, of cardholder data or personally identifiable information related to the SOCCER POST Franchise, whether notice is provided by your credit card processor, law enforcement or any other party; and

(r) You shall at all times maintain and employ in connection with the SOCCER POST Franchise such working capital as Franchisor may reasonably deem necessary to enable you to properly and fully carry out and perform all of your duties, obligations and responsibilities under this Franchise Agreement and to operate the business in a businesslike, proper and efficient manner.

11.2 Anti-Terrorism Representation. You represent to Franchisor that you and all persons or entities holding any legal or beneficial interest in the Franchisee are not included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended.

12. ROYALTIES.

12.1 Royalty. You agree to pay us a weekly royalty fee ("**Royalty**") in the amount of 5% on the Franchisee's Gross Sales, defined in Section 12.2 below, generated during the Reporting Period, defined in Section 12.3 below.

12.2 Gross Sales. "**Gross Sales**" means all revenue you derive from operating the SOCCER POST Franchise including, but not limited to, the face value of any redeemed coupons and all amounts you receive at or away from the Franchise Location from any sales of products, activities or services whatsoever including any that are in any way associated with the Marks or System, and whether from cash, check, barter, credit or debit card or other credit transactions, or any combination thereof, including the redemption value of gift certificates redeemed by you regardless of whether such gift certificates are issued by you or someone else, and regardless of whether such sale is conducted in compliance with or in violation of the terms of this Franchise Agreement. Gross Sales shall not include the amount of any sales tax imposed by any federal, state, municipal or other governmental authority and you agree to pay such amounts when due. Each charge or sale upon installment or credit shall be treated as having been received in full by you at the time such charge or sale is made, regardless of the time when you receive payment therefore. Sales relating to merchandise for which the full purchase price has been refunded or the item exchanged shall be excluded from Gross Sales at the time of refund or exchange, provided that any such sales have previously been included in Gross Sales. Gross Sales also includes revenue from sales for team, tournament and camp sales, as those terms are defined in the Operations Manual as well as concessions, special functions, and the fair market value of any services or products received by Franchisee in barter or exchange for its services and products.

12.3 Royalty Payments. Franchisee shall pay Franchisor the weekly royalty fee so that Franchisor receives the royalty fee no later than Friday of the week following the week for which the fee is calculated (the "**Royalty Due Date**") for the immediately preceding week (the "**Reporting Period**") unless we designate otherwise. All Royalties are non-refundable, fully earned when paid and due during the entire Term of this Franchise Agreement. We have the right to require you to make your periodic Royalty payments by electronic funds transfer and you must execute an Authorization Agreement for preauthorized payment of the Royalty by electronic transfer of funds from the Franchisee's bank account, in the form attached hereto as Attachment E - Authorization Agreement for Preauthorized Payments ("**Authorization Agreement**"). You agree to provide us with 30 days' notice of any banking change that may alter our ability to access payment of Royalties by electronic funds transfer. We reserve the right to update this authorization periodically and/or upon any change or transfer of your banking relationship, you agree to sign and return an updated Authorization Agreement upon our request. Our royalty reporting period currently runs from Monday through Sunday, and each Tuesday, you will furnish us with a royalty report by electronic means or e-mail, using the form we direct, summarizing the SOCCER POST Franchise's true and correct Gross Sales for the reporting period ending the previous day (the "**Royalty Report**") and such additional information as we may request. On the Royalty Due Date, you shall make the funds available for withdrawal of the Royalty by electronic transfer. We shall have the right to verify your Royalty payments from time-to-time as we deem necessary, including by means of electronic access to your POS System. If you fail at any time to provide the Royalty Report required under this Franchise Agreement, then we will have the right, in our sole discretion, to estimate the amount of any Royalties due us, and to transfer such estimated amount to our bank

account. In the event you fail to have sufficient funds in your account or otherwise to pay any Royalties due as of the Royalty Due Date, you shall owe, in addition to such unpaid Royalties, a late fee of $250 per occurrence (subject to applicable law), plus interest of 1% per month (subject to applicable law) on all outstanding amounts due, which interest shall begin to accrue the day following the Royalty Due Date for such payment; provided, however, in no event shall you be required to pay a late payment at a rate greater than the maximum interest rate permitted by applicable law. In the event we determine at any time that you have underreported Gross Sales or underpaid Royalties, we are authorized to debit your bank account in an amount based on your Royalty payment for the immediately preceding Reporting Period or based upon Gross Sales for the current Reporting Period as determined by our access to your POS System, including applicable interest and late charges. Any overpayment will be credited to your bank account through a credit, effective as of the first reporting date after you and we determine that such credit is due. Your failure to pay all Royalties when due constitutes grounds for termination of this Franchise Agreement.

13. MARKETING.

13.1 Approval of Advertising. You acknowledge that advertising and promoting the SOCCER POST Franchise in accordance with our standards and specifications is an essential aspect of the System, and you agree to comply with all of our advertising and marketing standards and specifications. You shall obtain our prior written approval of all written advertising or other marketing or promotional programs and materials which we have not prepared or previously approved before you use them. You shall also obtain our prior written approval before using any promotional materials as may be provided by Approved Suppliers. Any proposed written advertising or description of a marketing or promotional program not previously approved by us shall be submitted to us at least 10 days prior to its proposed publication, broadcast or use. If we do not approve your proposed advertising or promotional materials within seven days of receipt, it will be deemed rejected. You may not use any advertising or promotional materials that we have disapproved. You shall display all required promotional materials, signs, point of purchase displays and other marketing materials in the SOCCER POST Franchise and in the manner we direct.

13.2 Establishment of System Brand Development Fund. Recognizing the value of advertising, marketing and public relations to the goodwill and public image of the System and SOCCER POST stores, we have the right to establish a system-wide development, marketing and promotional fund (the "**System Brand Development Fund**") for such advertising, marketing, public relations and system-wide benefit programs and materials we, in our sole discretion, deem necessary or appropriate. The System Brand Development Fund is intended to promote the recognition of the Marks and encourage patronage of SOCCER POST stores. We reserve the right to defer or reduce the System Brand Development Fund Fee (as defined below) and, upon 30 days' prior written notice to you, reduce or suspend contributions to, and operations of the System Brand Development Fund for any period of any length and to terminate (and, if terminated, to reinstate) the System Brand Development Fund. If the System Brand Development Fund is terminated, all unspent monies on the date of termination will be distributed to franchisees in the System at the time of termination in proportion to their respective contributions to the System Brand Development Fund during the preceding 12 month period or in a manner we determine. We and our affiliates will contribute to the System Brand Development Fund for each SOCCER POST

store that we and our affiliates operate in the United States at the same percentage rate as a majority of SOCCER POST store franchisees must pay to the System Brand Development Fund.

13.3 System Brand Development Fund Fee. If the System Brand Development Fund is established, you must pay to us a weekly fee in the amount of the percentage of your SOCCER POST Franchise's weekly Gross Sales as contributions to the System Brand Development Fund (the "**System Brand Development Fund Fee**") in the amount we proscribe, but not to exceed 3% of Gross Sales. Any increase to the System Brand Development Fund Fee will not exceed 1% of Gross Sales per occurrence and will not occur more than once annually. The System Brand Development Fund Fee shall be paid to us in addition to Royalties and also in addition to and not in lieu of amounts spent on local and regional advertising and marketing activity. If the System Brand Development Fund is established, the following terms and conditions shall apply to the System Brand Development Fund Fee:

(a) The System Brand Development Fund Fee shall be payable concurrently with, and in the same manner as, the payment of the Royalties as described in Section 12.3. The System Brand Development Fund Fee will be subject to the same late charges as the Royalties, in an amount and manner stated in Section 12.3;

(b) We shall direct all advertising and marketing programs that use the System Brand Development Fund Fees and will oversee the creative concepts, materials and endorsements used therein, geographic, market and media placement and allocation, and the administration thereof. Reasonable disbursements from the System Brand Development Fund will be made solely to pay expenses we incur in connection with the general promotion of the Marks and the System, including creative design costs to produce marketing and advertising materials, the cost of formulating, developing and implementing advertising, marketing promotional materials, Electronic Advertising (as defined in Section 13.7 below), digital marketing programs (or future forms of electronic marketing including, for example, Google pay per click ads), costs associated with administering gift card programs, gift card incentives and other advertising and marketing activities, and the reasonable costs of administering the System Brand Development Fund, including the cost of employing advertising agencies and consultants to assist us, providing promotional brochures and advertising materials to SOCCER POST stores and to regional and local marketing cooperatives, as well as accounting expenses and the actual costs of salaries, fringe benefits and travel expenses paid to our employees engaged in administering the System Brand Development Fund;

(c) You agree that the System Brand Development Fund may be used to pay the costs of, but not be limited to, franchise conferences, developing, preparing and implementing audio or written advertising and marketing materials, developing and servicing corporate accounts, engaging in research and development, administering regional and multi-regional advertising programs, inventory and product development, purchasing e-commerce rights, products or services, direct mail and other media advertising, maintaining or paying third parties to maintain online ordering and fulfillment systems, supporting public relations and market research, establishing, developing, maintaining, modifying, servicing or hosting websites or other e-commerce programs, and other advertising, promotion and marketing activities. The System Brand Development Fund may periodically furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials may be

furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges;

(d) We will not have a separate account for the System Brand Development Fund. The System Brand Development Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the System Brand Development Fund. We cannot ensure that any individual franchisee will benefit directly or on a pro rata basis from the future placement of any advertising in its local market, if any such advertising is placed. We may spend in any fiscal year an amount greater or less than the aggregate contributions to the System Brand Development Fund in that year, and the System Brand Development Fund may borrow from us or others to cover deficits or carry over any surplus for future use. In addition to the System Brand Development Fund Fee, we may assess you, and you must pay to the System Brand Development Fund, such additional System Brand Development Fund Fees as we or the System Brand Development Fund deems necessary to address any deficits or special needs of the System Brand Development Fund. No interest is earned on monies contributed to the System Brand Development Fund. We may prepare a periodic unaudited statement of receipts and disbursements of the System Brand Development Fund for the most recent calendar year and, upon written request, provide the statement to you within 120 days following the end of the current calendar year. We have the right to cause the System Brand Development 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 Franchise Agreement; and

(e) Except as expressly provided in this Section 13.3, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the System Brand Development Fund.

13.4 Local Marketing Expenditures. You shall spend 3% of Gross Sales monthly ("**Local Marketing Expenditure**") on approved local marketing, advertising and promotion of your SOCCER POST Franchise as we prescribe in the Operations Manual or otherwise in writing. Products sold at a reduced price or given away, on-site signage and telephone directory or other directory listings shall not count toward fulfillment of this obligation. You must obtain our prior written approval of all local marketing advertising and promotional materials before use and comply with the requirements in the Operations Manual. You shall prepare and submit a quarterly report to us, using the format we designate, accounting for your Local Marketing Expenditures no later than 15 days following the end of each calendar quarter. We may review your books and records relating to your Local Marketing Expenditure in accordance with Section 18.2. In addition to your Local Marketing Expenditure, you must obtain directory listings in the directories in the size and manner as we specify in the Operations Manual.

13.5 Cooperative Advertising Programs. We reserve the right, upon 90 days' prior written notice to you, to create a cooperative marketing and advertising association ("**Co-op**") for the benefit of SOCCER POST store franchisees located within a particular geographic area. If a Co-op is established for the area where the SOCCER POST Franchise is located, you will be required to participate in the Co-op for the purpose of selecting and participating in regional marketing and promotion programs and be subject to the Co-op's governing documents. You will be required to remain a member of and be bound by the decisions of the majority of the members of the Co-op regarding rules, governing documents, expenditures, assessments and dues of the Co-

op, to the extent that they are approved by us. Locations operated by us or our affiliates within each Co-op will have the same voting power as franchised SOCCER POST store locations. We reserve the right to designate regional and local advertising or marketing markets, to establish regional advertising or marketing councils and to establish the bylaws and other rules under which each Co-op will operate, and to change, dissolve or merge any existing Co-op. The fees and contributions you pay to the Co-op will be applied to your Local Marketing Expenditure requirement in this Franchise Agreement. Otherwise, fees and contributions to the Co-op will be in addition to the payment of the System Brand Development Fund Fees and your other advertising obligations set forth in this Franchise Agreement.

13.6 Online Presence. We have the right to control or designate the manner of your use of all URLs, domain names, website addresses, mobile communications sites, social media sites, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin (individually and collectively "**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, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chatrooms, linking, framing, online purchasing groups, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, Twitter®, Facebook®, Instagram®, LinkedIn® and other social media or social marketing, 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 or hardware and you must follow all of our policies and procedures. You agree to be bound by any terms of use, privacy policy and copyright notice and take-down policies and the like that we establish from time-to-time. We may require you to participate in any Internet or intranet networks we establish and obtain the services of and pay the then current fees for the services of Internet service providers and application service providers. You recognize and agree that we own all rights, title and interest in and to any and all websites and any e-names we commission or use, or require or permit you to use, in connection with the System which bear our Marks or any derivative of our Marks. You also recognize and agree that we own all rights, title and interest in and to any and all data or other information collected related to the System or the Marks, including any customer data, click-stream data, cookies, user data, hits and the like. Such data or other information also constitutes our Confidential Information as defined herein.

13.7 Electronic Advertising. You shall not develop, create, distribute, disseminate or use any Internet advertising or website, or any multimedia, telecommunication, mass electronic mail, facsimile or audio/visual advertising, promotional or marketing materials, directly or indirectly related to the SOCCER POST Franchise, the Marks or the System ("**Electronic Advertising**"), without our prior written consent. We retain the exclusive right to develop and control the content of all Electronic Advertising for the SOCCER POST stores. We reserve the right, upon 30 days' prior written notice, to require you to participate in any Electronic Advertising of SOCCER POST stores sponsored by us. Except as we authorize in writing, you shall not: (i) link or frame our website; (ii) conduct any business or offer to sell or advertise any products or services on the Internet (or any other existing or future form of electronic communication); (iii) create or register any Internet domain name in any connection with your SOCCER POST Franchise; or (iv) use any e-mail address which we have not authorized for use in operating the SOCCER POST Franchise (each an "**Online Presence**"). You shall not register, as part of any domain name, Internet or e-mail address, or any other identification of you in any electronic

medium, any of the Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar. Further, you shall not engage in any Electronic Advertising or otherwise market, advertise or promote your SOCCER POST Franchise or conduct any business on the Internet, including using social and professional networking sites to promote the SOCCER POST Franchise, except as provided in the Operations Manual or with our prior written approval. Any amounts that you spend to participate in approved Electronic Advertising shall be credited toward your Local Marketing Expenditure obligations. If we approve your use of any Online Presence, you will develop and maintain such Online Presence only in accordance with our guidelines for posting any messages or commentary on other third-party websites. We may require you to delete any content from any Online Presence that we deem likely to adversely impact the Marks or the goodwill, reputation, or value of Marks, and if such content cannot be deleted, you will cooperate with us to actively, diligently, and meaningfully mitigate the impact of such content on the Marks. We will own the rights to each Online Presence. At our request, you agree to grant us administrative access to each Online Presence, and to take whatever action (including signing assignment or other documents) we request to evidence our ownership of such Online Presence, or to help us obtain exclusive rights in each Online Presence.

13.8 Websites. At our option, we or one or more of our designees may maintain one or more websites to advertise, market and promote SOCCER POST stores, the Products and Services that they offer and sell, and the SOCCER POST store franchise opportunity (each a "**System Website**").

(a) If we establish one or more System Websites, we will provide you with a webpage that references the SOCCER POST Franchise ("**Subpage**") on one or more of the System Websites that we designate. You must give us the information and materials that we request from time-to-time to develop, update and modify such Subpage. By providing the information and materials to us, you will be representing to us that they are accurate, not misleading and do not infringe upon any third party's rights. However, we will own all intellectual property and other rights in the System Website, the Subpage, and all information they contain (including the domain name or URL for such webpage, the log of "hits" by visitors, and any personal or business data that visitors supply). We will maintain the System Website, including your Subpage, and may use the System Brand Development Fund's assets to develop, maintain and update the System Website and Subpages. We periodically may update and modify the System Website (including your Subpage). You must notify us whenever any information on your Subpage changes or is inaccurate. We will update or add information that we approve to your Subpage at reasonable intervals. You acknowledge that we have final approval rights over all information on the System Website (including your Subpage). We may implement and periodically modify Brand Standards relating to the System Website.

(b) We will maintain your Subpage on the System Website only while you are in full compliance with this Franchise Agreement. If you are in default of any obligation under this Franchise Agreement, then we may, in addition to our other remedies, temporarily remove your Subpage from the System Website until you fully cure the default. We will permanently remove your Subpage from the System Website upon the expiration or termination of this Franchise Agreement. We also may, at our option, discontinue any or all System Websites at any time.

(c) You acknowledge and understand that the registration for the System Website domain name is and shall be maintained exclusively in our name or the name of our designee. You acknowledge our or our designee's exclusive right, title and interest in and to the domain name for the System Website. You further acknowledge that nothing herein will give you any right, title or interest in such domain name. You will not, at any time, challenge our or our designee's ownership of the System Website domain name, challenge the validity of the System Website domain name, or impair any right, title or interest of us or our designee in the System Website domain name.

(d) Nothing in this Section will limit our right to maintain websites other than the System Website or to offer and sell merchandise bearing the Marks from the System Website, another website or otherwise over the Internet without payment or obligation of any kind to you.

(e) We also may maintain one or more social media sites. You may not establish any social media sites utilizing any user names, or otherwise associating with the Marks, without our prior written consent. We may designate from time-to-time regional or local area specific user names/handles that you must use and maintain. You will adhere to any social media policies that we may establish from time-to-time and will require all of your employees to do so as well. All of your use of social media, including any pictures that may be posted on, using or through one or more social media sites, must be in compliance with the Operations Manual and Brand Standards, including our then-current take-down policy.

13.9 Identification as a Franchise Location. You must place a conspicuous notice at a place we designate in the SOCCER POST Franchise identifying you as its independent owner and operator. All checks, invoices, stationery and advertising materials which you use in operating of your SOCCER POST Franchise must contain a statement in the form we prescribe identifying you as its independent owner and operator. You will not use the Marks or any derivative thereof in the name of your entity that owns or operates or is affiliated with your SOCCER POST Franchise in any incorporation, organization or other legal formation documents filed with any state government or agency. You will hold yourself out to the public as an independent contractor operating your SOCCER POST Franchise pursuant to a Franchise from us. You will file for a certificate of assumed name in the manner required by applicable state law to notify the public that you are operating your SOCCER POST Franchise as an independent contractor.

13.10 Telephone Numbers and Social Media Accounts. Franchisee shall obtain at its own expense a new telephone number, telephone listings and a dedicated facsimile line. Both the telephone and facsimile numbers shall be listed under the franchise name we designate and not under Franchisee's entity or individual name, and shall be used exclusively in connection with Franchisee's operation of the SOCCER POST Franchise. The SOCCER POST Franchise shall be serviced by a suitable telephone system approved by Franchisor and answered in the manner set forth in the Operations Manual. You agree that each telephone or facsimile number, directory listing, social media presence, and any other type of contact information used by or that identifies or is associated with your SOCCER POST Franchise (collectively, "**Contact Identifiers**") will be used solely to identify your SOCCER POST Franchise in accordance with this Agreement. You are required to sign Attachment F – Assignment of Contact Identifiers and Online Presences to grant us with full power and control over the Contact Identifiers and Online Presences upon any termination or expiration of this Franchise Agreement and upon the expiration or termination of this Franchise Agreement for any reason, Franchisee shall terminate its use of such telephone and

facsimile numbers and listings and provide Franchisor with signed documentation acceptable to the telephone company to assign the telephone and facsimile numbers and listings to Franchisor or its designee.

13.11 Special Promotional Programs. From time to time, we may, in our sole discretion, establish special mandatory promotional campaigns applicable to the System as a whole or to specific advertising market areas. You shall participate in such special promotional programs, and agree to pay us or our designee for the development, purchase, lease, installation and/or erection of all materials necessary to such promotional campaigns, including but not limited to counter cards, posters, banners, signs, photography or give-away items.

13.12 Advertising Council. We reserve the right to establish an advertising council whose members shall be selected by us to advise us on matters concerning advertising and promotion of products and services offered by the System ("Advertising Council"). The Advertising Council shall serve in an advisory capacity only, and shall have no operational or decision-making authority. We may form, change or dissolve the Advertising Council at any time.

13.13 Publicity. You shall permit us or your designee, at our expense, to enter upon the Franchise Location, both interior and exterior, for the purpose of taking or making photographs, slides, drawings, or videos and you agree that we may use the same for publicity and other purposes without any remuneration to you.

14. MARKS.

14.1 Ownership and Goodwill of Marks. You acknowledge that we have the sole right to license and control your use of the Marks and that such Marks shall remain under the sole and exclusive ownership and control of us and our affiliates. Your right to use the Marks is derived solely from this Franchise Agreement and limited to your operation of the SOCCER POST Franchise at the Franchise Location pursuant to, and in compliance with, this Franchise Agreement, the Operations Manual, and all Brand Standards we prescribe from time-to-time during the Term. Your unauthorized use of the Marks will be a material default of this Franchise Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that your usage of the Marks and any goodwill established by such use will be exclusively for our benefit and that this Franchise Agreement does not confer any goodwill or other interests in the Marks upon you, other than the right to operate the SOCCER POST Franchise in compliance with this Franchise Agreement. All provisions of this Franchise Agreement are applicable to the Marks and apply to any additional proprietary trade and service marks and commercial symbols we authorize you to use. You shall display the Marks prominently at the SOCCER POST Franchise and on packaging materials and in connection with forms, advertising and marketing, all in a manner as we prescribe.

14.2 No Use of Other Marks. You agree that no Mark other than SOCCER POST® or such other Marks as we may specify shall be used in the marketing, promotion, identification or operation of the SOCCER POST Franchise, except with our prior written consent.

14.3 Notification of Infringements and Claims. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person

of any rights in any Mark, and you agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding or any other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation, U.S. Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

14.4 Mark Infringement. You agree to notify us in writing of any possible infringement or illegal use by others of a trademark the same as or confusingly similar to the Marks which may come to your attention. You acknowledge that we shall have the sole right to determine whether any action will be taken on account of any possible infringement or illegal use. We may commence or prosecute such action in our name and may join you as a party thereto if we determine it to be reasonably necessary for the continued protection and quality control of the Marks and System. We shall bear the reasonable cost of any such action, including attorneys' fees; provided, however, that we shall not be responsible for your attorneys' fees in the event you elect to retain your own legal counsel. You agree to fully cooperate with us in any such litigation.

14.5 Change of Marks. In the event we determine, in our sole discretion, it is necessary to modify or discontinue the use of any Mark, or to develop additional or substitute trade or service marks, you shall, after receipt of written notice of such a modification or discontinuation from us, take such action, at your sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution.

14.6 Copyrights. You understand that the various materials we give you are subject to copyrights we own or license from others ("**Copyrights**"). Your right to use any information capable of being rendered into a tangible form that we claim as our Copyrights, are derived solely from this Franchise Agreement and limited to your operation of your SOCCER POST Franchise. Any unauthorized copying, transmission, use or derivative of the Copyrights in any manner will be a material default of this Franchise Agreement and constitute infringement of our rights in and to the Copyrights. You must follow all of the policies and procedures we designate from time-to-time for the protection of any Copyrights and any other materials which could be subject to copyright protection. You must place copyright notices on all of the other materials that we designate, in the manner we require. You agree to sign and deliver to us such forms of copyright assignments or licenses we specify for any copyrights you develop in your SOCCER POST Franchise and to cause all persons you engage to do so also.

14.7 Copyright Infringements. You must notify us immediately, in writing, of any apparent infringement of any of the Copyrights, or any challenge to your use of any of the Copyrights, or of any claim by any person of any rights in the Copyrights. You agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate. We have the right to control exclusively any dispute, litigation, U.S. Copyright Office proceeding or any other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any of the Copyrights, including the right to direct any settlement of such

claim. You will sign any and all instruments and documents, or render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any dispute, litigation or administrative proceeding involving the Copyrights or otherwise to protect and maintain our interests in the Copyrights. You may not at any time during the Term of this Franchise Agreement or thereafter, contest the validity or ownership of any of the Copyrights, or assist any person in contesting the validity of ownership of any of the Copyrights.

14.8 Change of Copyrights. You must immediately modify or discontinue the use of any Copyrights as we direct from time-to-time. We will use commercially reasonable efforts to give you as much notice as possible before requiring you to stop use of any of the Copyrights, but have no liability or obligation to you for doing so.

14.9 Marks and Copyright Indemnification. We will indemnify and defend you against and reimburse you for all damages for which you are held liable in a final and non-appealable judgment to third parties in any proceeding arising out of your authorized use of any Mark or Copyright we develop, pursuant to and in compliance with this Franchise Agreement, resulting from claims by third parties that your use of the Marks or Copyrights we develop infringes their trademark rights or copyright rights, and for all costs you reasonably incur so long as we are allowed to provide your defense of any such claim in which you are named as a party, you have timely notified us of the claim and have otherwise complied with the terms of this Franchise Agreement. You must provide written notice to us of any such claim upon your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and, if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorneys retained by you. If we elect to defend the claim, we will have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. We are not responsible to you for any other claims of any nature arising out of or related to the Marks and Copyrights, regardless of whether the loss associated is by you, any of your customers, or third parties.

15. CONFIDENTIAL INFORMATION.

15.1 Types of Confidential Information. We possess (and will continue to develop and acquire) certain confidential information (the "**Confidential Information**") relating to the development and operation of SOCCER POST stores, which includes (without limitation):

(a) the System and the know how related to its use;

(b) plans and specifications of SOCCER POST stores;

(c) site selection criteria and site development methods;

(d) sources and design of products, equipment, furniture, fixtures, décor, forms, materials and supplies;

(e) training for SOCCER POST stores;

(f) methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of SOCCER POST stores;

(g) knowledge of specifications for and suppliers of certain Products and Services;

(h) merchandising, advertising, marketing, sales, and inventory control techniques;

(i) knowledge of operating results and financial performance of SOCCER POST stores other than yours; and

(j) e-commerce related data, including customer data, cookies and user data.

15.2 Disclosure and Limitations on Use. We will disclose much of the Confidential Information to you and your employees by furnishing the Operations Manual to you and by providing training, guidance and assistance to you. In addition, in the course of the operation of your SOCCER POST Franchise, you or your employees may develop ideas, concepts, programs, methods, new products, new services, techniques, copyrighted or copyrightable works, trademarks, service marks, slogans, or improvements, or additions that we may adopt, or choose not to adopt, to our Brand Standards ("**Improvements**") relating to your SOCCER POST Franchise, which you agree to disclose to us. We will be deemed to own the Improvements and may use them and authorize you and others to use them in the operation of the SOCCER POST Franchise. Improvements will then also constitute Confidential Information.

15.3 Confidentiality Obligations. You agree that your relationship with us does not vest in you any interest in the Confidential Information and your right to use it is derived solely from this Franchise Agreement and limited to your operation of the SOCCER POST Franchise, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you:

(a) will not use the Confidential Information in any other business or capacity;

(b) will maintain the absolute confidentiality of the Confidential Information during and after the Term of this Franchise Agreement;

(c) will not make unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form or in other tangible form, including, for example, the Operations Manual; and

(d) will adopt and implement all reasonable procedures we may prescribe from time-to-time to prevent unauthorized use or disclosure of the Confidential Information, including, restrictions on disclosure to your employees. Upon our request, you agree to cause each of your General Managers, other managers, employees and, if applicable, their spouses, to execute a confidentiality and noncompetition agreement, or a nondisclosure agreement in a form that we require.

15.4 Exceptions to Confidentiality. The restrictions on your disclosure and use of the Confidential Information will not apply to the following:

(a) disclosure or use of information, processes, or techniques which are generally known and used in the retail sporting goods industry (as long as the availability is not because of a disclosure by you), provided that you have first given us written notice of your intended disclosure and/or use; and

(b) disclosure of the Confidential Information in judicial or administrative proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

16. PRODUCT AND SERVICE STANDARDS.

16.1 Acknowledgment of Standards. You acknowledge and agree that uniform and high standards of quality, service and appearance among all SOCCER POST System stores are necessary to maintain the System's public image and widespread consumer acceptance. You shall prepare and sell only the Products and Services that are specified in the then current Operations Manual, as modified or revised from time-to-time by us, or as otherwise approved by us in writing.

16.2 Approval of Products and Services. If you desire to sell any other products or offer services other than the Products and Services, you must first submit a written request for approval to us. We may approve or deny any such request in our sole discretion. You shall not sell or dispense any such product or service unless and until it has been approved in writing by us (and not thereafter disapproved). In making such determination, we may require submission of specifications, information, or samples of such products or services, and may charge you a reasonable fee to test the proposed products or services. We will advise you within a reasonable time whether such proposed products or services meet our specifications. We reserve the right to derive a profit from your purchases of products or services from us. We also reserve the right to derive revenue and receive consideration from your purchases of any products or services that are approved or purchased from approved suppliers.

16.3 Designated and Approved Suppliers. You shall purchase all equipment, Products and Services, supplies and materials required for the operation of the SOCCER POST Franchise from manufacturers, suppliers or distributors designated by us (the "**Approved Suppliers**"), if there is no designated supplier for a particular product, service, supply or material, then you must purchase from such other suppliers who meet all of our specifications and standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their capacity and facilities to supply adequate quantities, at the times, and with the reliability requisite to an efficient operation. You must utilize any ordering system that any of our Approved Suppliers (including us or our affiliates) designate. We reserve the right to designate, from time-to-time, a single supplier for any Product and Service, equipment, supplies or materials, which single supplier may be us or an affiliate. We periodically may modify our lists of designated and approved supplies and suppliers, and you agree to comply with such modified lists. We also reserve the right to derive revenue from your purchases from the designated and Approved Suppliers. WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY

DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, RESPECTING PRODUCTS, EQUIPMENT (INCLUDING ANY REQUIRED POS SYSTEM OR COMPUTER SYSTEM), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER ITEMS THAT FRANCHISOR MAY DISTRIBUTE OR THAT THIRD PARTIES APPROVED OR DESIGNATED BY THE FRANCHISOR MANUFACTURE OR DISTRIBUTE FOR USE IN THE SYSTEM.

16.4 Request for Approval of Supplier. If you desire to purchase or offer any Products and Services, supplies or materials from manufacturers, suppliers or distributors other than those previously approved by us, you shall, prior to purchasing any such Products and Services, supplies or materials, give us a written request for approval of the proposed supplier. We will notify you in writing of our approval or rejection of the proposed supplier within 30 days after our receipt of your written request. If we do not approve the proposed supplier within 30 days of receipt, it will be deemed rejected. In making any such request, you, at your sole expense, shall furnish us with adequate information to establish to our satisfaction that, in our sole judgment and discretion, the proposed supplier can meet and maintain System specifications, standards and requirements. We may from time-to-time inspect any manufacturer's, supplier's, or distributor's facilities and products to assure proper production, processing, storing and transportation of products, services, supplies or materials to be purchased from the manufacturer, supplier or distributor. Permission for such inspections shall be a condition of the continued approval of such manufacturer, supplier or distributor. We may, for any reason, elect to withhold approval of the manufacturer, supplier or distributor, and may require that samples from a proposed new manufacturer, supplier or distributor be delivered to us for testing prior to approval and use. As part of the approval process, we may require that a proposed supplier sign a supplier agreement covering such items as insurance, product quality, trademark use, and indemnification.

16.5 Charge for Approval of Products and Services. As a condition precedent to approving or disapproving any request for any proposed manufacturer, supplier, distributor, or proposed product, we may charge the proposed supplier, manufacturer, supplier or distributor and/or you our then current fee and the reasonable costs and expenses we incur in evaluating and investigating any such request. If the product or service is adopted system-wide, we may waive or refund the charge.

16.6 System Contracts. We and our affiliates may enter into arrangements with certain vendors for the pricing of commodities, goods and services which you are required to purchase and/or in which you are required to participate. These arrangements are subject to addition, amendment, termination, substitution, replacement or non-renewal from time-to-time. You are required to participate in any electronic gift card program that we designate. The gift card program may require you to invest in additional equipment and incur fees from the gift card processing vendors that we designate. You must remit the proceeds from your sales of gift cards to the gift card administrator if we so designate, which will be subject to the service fees charged by the merchant and the third-party processor, the cost of the gift card and bank processing fees and other related charges. We are not obligated to provide you with an accounting of the proceeds and disbursements of the gift card programs. You must also participate in any customer frequency or loyalty program, customer survey program, market research program, guest feedback/hotline program, online or mobile ordering or delivery system, that we designate at your expense. Participation includes both issuing program benefits or credits and accepting them for payment by

customers, and may require you to purchase additional equipment or offer customer incentives for customer participation in these programs. You may not offer your own gift cards, customer loyalty program or other similar programs.

17. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

17.1 Operating Accounting System. You agree to establish and maintain at your own expense a bookkeeping, accounting and recordkeeping system conforming to the requirements and formats that we prescribe from time-to-time. You shall maintain all books and records for your SOCCER POST Franchise in accordance with United States generally accepted accounting principles ("**GAAP**"), consistently applied, and preserve these records, as specified in the Operations Manual, for at least seven years after the fiscal year to which they relate.

17.2 Franchisee Reports. With respect to the operation and financial condition of the SOCCER POST Franchise, you shall furnish us the financial and accounting reports in a manner and form as we require, including:

(a) within 10 days after the end of each month, an income statement of the SOCCER POST Franchise for such month and for the fiscal year to date, prepared in accordance with GAAP, and in our required format;

(b) within 15 days after the end of each calendar quarter: (i) a profit and loss statement for the SOCCER POST Franchise for the immediately preceding calendar month and year-to-date; and (ii) a balance sheet as of the end of such month, and both in our required format;

(c) within 60 days after the end of the SOCCER POST Franchise's fiscal year: an income statement and balance sheet of the SOCCER POST Franchise for such fiscal year (reflecting all year-end adjustments), and a statement of changes in cash flow of the SOCCER POST Franchise, prepared in accordance with GAAP, and in our required format;

(d) within 7 days after our request, exact copies of federal and state income tax, sales tax and other tax returns related to the SOCCER POST Franchise and copies of any sales or other reports sent to any landlord or governmental agency,

(e) any other data, information and supporting records that we reasonably request from time-to-time, including daily, weekly or monthly reports of inventory and sales by category and such other forms, records, books and other information we may periodically require; and

(f) if you fail to prepare and submit any statement or report as required under this Section 17.2, then we shall have the right to treat your failure as good cause for termination of this Franchise Agreement.

17.3 Access to Information. You agree to verify and sign each report and financial statement in the manner we prescribe. We reserve the right to disclose data derived from all such reports received from you without identifying your name or the location of the SOCCER POST Franchise. We reserve the right to require any Guarantor to provide personal financial statements to us from time-to-time. We also have the right to require you to have reviewed or audited financial statements prepared on an annual basis if we reasonably believe that the reports are incorrect.

Moreover, we have the right, as often as we deem appropriate (including on a daily basis), to access the POS System and the Computer System that you are required to maintain and all data processed thereon with respect to the SOCCER POST Franchise. You shall provide us with continuous access by installing a high-speed Internet connection that meets our standards and specifications.

18. INSPECTIONS AND AUDITS.

18.1 Our Right to Inspect. To determine whether you and the SOCCER POST Franchise you are operating are complying with this Franchise Agreement, the Operations Manual, and all Brand Standards, we and our designated agents have the right, at any time during your regular business hours with prior notice to you (but without prior notice if we have reason to believe the SOCCER POST Franchise is not operating in compliance with this Franchise Agreement and the Brand Standards), to:

(a) inspect the SOCCER POST Franchise;

(b) observe, photograph and video record the operations of the SOCCER POST Franchise for such consecutive or intermittent periods as we deem necessary;

(c) remove samples of any products, materials or supplies at your expense for testing and analysis;

(d) interview personnel and customers of the SOCCER POST Franchise; and

(e) inspect and copy any books, records and documents relating to your operation of the SOCCER POST Franchise.

You agree to cooperate with us fully in connection with any such inspections, observations, photographing, video recording, product removal and interviews. You will provide us and our designees access to your Franchise Location and records to facilitate our efforts. 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 agree to correct or repair any unsatisfactory conditions we specify within 10 days, or such shorter time period as we designate.

18.2 Our Right to Audit. We have the right, at any time during your business hours and with 3 business days' prior notice to you, to inspect and audit, or cause to be inspected and audited, your 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, to furnish such items on a timely basis, or your Gross Sales are understated by 2% or more during the period audited, you shall pay all reasonable costs and expenses we incurred in connection with such audit. You also must pay us any shortfall in the amounts you owe us, including late fees and interest, within 10 days of our notice. The foregoing remedies are in addition to our other remedies and rights under this Franchise Agreement.

18.3 Independent Shopping Services. We have the right to hire an independent shopping or other evaluation service to take the following actions: (i) visit your SOCCER POST Franchise; (ii) interview the customers of your SOCCER POST Franchise by telephone, electronically, interactive voice response, or in person; (iii) summarize information from customer surveys or comment cards for your SOCCER POST Franchise; and (iv) communicate with customers of your SOCCER POST Franchise by e-mail or in writing, by direct contact, electronically, or interactive voice response. The information obtained will be used for the purpose of evaluating: (a) the operations of your SOCCER POST Franchise; (b) the quality of the Products and Services provided to customers by your SOCCER POST Franchise; (c) whether you are in compliance with the Brand Standards and the operational and quality standards specified in the Operations Manual; and (d) your compliance with all of the terms and conditions of this Franchise Agreement. We will determine the frequency, nature and extent of the evaluation services that will be provided and the form of the reports the shopping service will provide to us. You agree to participate in all required programs to verify customer satisfaction and/or your compliance with all operational and other aspects of the System, including a toll free number, mystery shoppers, guest surveys, or other quality assurance and evaluation programs as we may require. You agree to bear your proportionate share, as determined by us in our sole discretion, of the costs of any such programs. If the information obtained indicates you are not in compliance with this Franchise Agreement, the Operations Manual or the Brand Standards, you must immediately implement any remedial actions we require and pay to have a re-evaluation conducted as well as all expenses we may incur related to the re-inspection.

19. SALE OF BUSINESS OR TRANSFER OF FRANCHISE.

19.1 Sale or Transfer Restricted. Franchisee acknowledges and agrees that the rights and duties created by this Franchise Agreement are personal to Franchisee and that Franchisor has granted such rights in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude and business and financial capacity of Franchisee and any persons owning an interest in Franchisee. Accordingly, neither Franchisee nor any person owning any direct or indirect equity interest therein, shall, without Franchisor's prior written consent, permit the SOCCER POST Franchise to be operated, managed, directed or controlled, directly or indirectly, by any party other than Franchisee, or directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in: (i) this Franchise Agreement or any portion or aspect thereof; (ii) the SOCCER POST Franchise; (iii) the Franchise Location; or (iv) any equity or voting interest in Franchisee, (any such act or event is referred to as a "**Transfer**"). Any such purported Transfer occurring by operation of law or otherwise, including any Transfer by a trustee in bankruptcy, without Franchisor's prior written consent, shall be a material default of this Franchise Agreement and convey no rights to, or interest in, this Franchise Agreement. In addition, in the event Franchisee is a corporation, the stock of such corporation shall not be publicly sold or traded on any securities exchange or in the over-the-counter market without the express prior written consent of Franchisor.

19.2 Conditions for Approval of a Transfer. Franchisor's approval of any Transfer is, in all cases, conditioned on all of the following conditions being met prior to the effective date of a Transfer under this Article 19:

(a) Franchisor must be given at least 60 days' prior written notice of the proposed Transfer, such notice to contain information reasonably detailed to enable the Franchisor to begin its evaluation of the terms and conditions of the proposed transfer;

(b) the proposed transferee (and its owners if the proposed transferee is an entity) must meet Franchisor's then current standards for new franchisees, including, being of good character and reputation, having an acceptable credit rating and competent business experience, education, and other qualifications acceptable to Franchisor and shall not be a competitor of Franchisor;

(c) Franchisee shall provide Franchisor with a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, and the proposed Transfer shall be at a price and upon such terms and conditions as Franchisor, in its sole judgment, shall deem reasonable;

(d) Franchisee and the proposed transferee shall have fully paid or satisfied all of their obligations to Franchisor and any affiliates of Franchisor;

(e) Franchisee and the proposed transferee shall not be in default hereunder or under any agreement with Franchisor or any affiliates of Franchisor;

(f) Franchisee or the proposed transferee shall pay to us a transfer fee equal to our then current initial franchise fee plus all business broker or franchise broker fees due from you, the transferee or us to any third party on the transfer;

(g) the proposed transferee shall execute Franchisor's then current form of franchise agreement and other then current ancillary agreements as Franchisor may require for a term expiring on the date of expiration of this Franchise Agreement, which substitute franchise agreement may contain terms and conditions substantially different from this Franchise Agreement, and comply with all applicable disclosure requirements;

(h) Franchisee and the proposed transferee shall have completed all designated transfer application forms and documents required by Franchisor;

(i) Franchisee, and any persons owning an interest in Franchisee, shall have executed a general release of all claims, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its affiliates and their owners, shareholders, members, parents, officers, directors, and employees;

(j) Franchisee and its Owners that have a direct or indirect ownership interest of 20% or more must guarantee the proposed transferee's financial obligations to Franchisor for a length of time as determined by Franchisor, in its sole discretion;

(k) Franchisee or the proposed transferee shall have completed all construction, remodeling, repairs, equipment replacements, image improvements and upgrades to the Franchise Location as designated by Franchisor;

(l) the proposed transferee shall have completed satisfactorily any and all training requirements then prescribed by Franchisor in its sole discretion and shall demonstrate a commitment to be actively involved in the SOCCER POST Franchise;

(m) Franchisee shall have first offered to sell such interest to Franchisor pursuant to Section 19.5 below and the same shall have been declined in the manner therein set forth;

(n) the landlord, if any, of the Franchise Location must have given its advance written consent to the Transfer, if required, and Franchisee must provide Franchisor with written proof thereof;

(o) if Franchisee or any of its Owners are financing any part of the sale price of the transferred interest, the proposed transferee's obligations to Franchisee or any of its Owners must be subordinated to the proposed transferee's obligations to Franchisor; and

(p) none of the Marks shall be used in any offer made to the public (through any medium of advertising) to sell, transfer, assign, lease, sublet, or auction any interest in Franchisee, this Franchise Agreement, the Franchise Location or any part thereof, or in the SOCCER POST Franchise thereon conducted, or in the equipment or furnishings located thereon.

19.3 Transfer to an Owned Entity. Notwithstanding the foregoing, Franchisee (if an individual) may assign this Franchise Agreement together with the SOCCER POST Franchise, on one occasion, to a legal entity organized by Franchisee for that purpose only, provided that such person or a trust for the benefit of such person, the spouse and children of such person, are the only owners of such legal entity, the legal entity at no time engages in any business or activities other than the operation of the SOCCER POST Franchise, and further provided that:

(a) the SOCCER POST Franchise is actively managed by an Operating Principal approved by Franchisor;

(b) Franchisee owns a majority and controlling interest in the entity;

(c) Franchisee and all entity Owners that have a direct or indirect ownership interest of 20% or more execute Attachment B - Statement of Ownership and Attachment C - Guaranty and Assumption of the Franchisee's Obligations;

(d) Franchisee provides Franchisor at least 30 days' written notice before the proposed date of assignment of this Franchise Agreement to the entity; and

(e) Franchisee provides to Franchisor a certified copy of the articles of incorporation, operating agreement, organizational documents, shareholder agreements, a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the entity.

19.4 Transfer Involving a Minority Interest. The provisions of Section 19.2 above shall not be applicable to the Transfer of less than a controlling interest in Franchisee, if Franchisee is an entity (excluding step or related transfers occurring within 36 months that together transfer a

controlling interest), directly or indirectly, provided Franchisee and all Owners comply with the provisions of Section 19.3.

19.5 Right of First Refusal. If Franchisee shall receive a bona fide offer from a buyer satisfactory to Franchisor as set forth in Sections 19.1 and 19.2 and/or desires to sell, transfer, assign, lease or sublet any interest in this Franchise Agreement, the Franchise Location or any part thereof, or in the SOCCER POST Franchise, Franchisee shall offer the same to Franchisor in writing at the same price and on the same terms or the monetary equivalent (net of any real estate or business brokerage commissions). Franchisor, or Franchisee's designee, may accept such offer at any time within 60 days after receipt thereof. If Franchisor accepts such offer, franchisee must also provide all customary representations and warranties given by the seller of the assets of a business or the ownership interests in an entity, as applicable, including representations and warranties regarding ownership and title to assets, liens and encumbrances, and validity of contracts and the liabilities, contingent or otherwise, of the assets or ownership interests being purchased. If Franchisor or Franchisor's designee, declines, or does not accept such offer within such 60 day period, then Franchisee may proceed to sell, transfer, assign, lease or sublet such interest to such buyer pursuant to the terms and conditions of Sections 19.1 and 19.2 above, but not at a lower price nor on more favorable terms than have been offered to Franchisor. If Franchisee fails to complete such sale within 30 days following the refusal or failure to act by Franchisor, then Franchisee may not complete such transaction without first offering the same to Franchisor again as provided above. Franchisor's right of first refusal will be effective for each proposed transfer and any material change in the terms or conditions of the proposed transaction shall be deemed a separate offer on which a new right of first refusal shall be given to Franchisor.

19.6 Transfer Upon Death or Disability. Upon the death or permanent disability of the Franchisee (if an individual) or an Owner who directly or indirectly owns a controlling interest in the Franchisee or otherwise manages the day-to-day operations of the SOCCER POST Franchise, the executor, administrator, conservator, guardian or other personal representative of that person shall transfer the person's interest in this Franchise Agreement, the SOCCER POST Franchise, or the person's interest in Franchisee, to a third party approved in writing in advance by the Franchisor. Such disposition of this Franchise Agreement or such interest (including transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed 90 days from the date of death or permanent disability, and shall be subject to all terms and conditions applicable to transfers contained in this Article 19. Failure to transfer the interest in this Franchise Agreement or such interest in the Franchisee entity within such period of time shall constitute a material default of this Franchise Agreement. For the purposes hereof, the term "**permanent disability**" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent the Franchisee or Owner as described above from supervising the management and operation of the SOCCER POST Franchise for a period of 90 days from the onset of such disability, impairment or condition.

19.7 Operation Upon Death or Disability. The SOCCER POST Franchise must at all times be operated in compliance with this Franchise Agreement. In our judgment, if the SOCCER POST Franchise is not being managed properly any time after your death or disability or after the death or disability of the Owner who owns a controlling interest in the Franchisee or otherwise manages the day-to-day operations of the SOCCER POST Franchise, we have the right, but not the obligation, to enter the Franchise Location and assume the management of your SOCCER

POST Franchise (or to appoint a third party to assume its management). All funds from the operation of the SOCCER POST Franchise while it is under our (or the third party's) management will be kept in a separate account, and all expenses, including travel and living expenses, will be charged to this account. If we (or a third party) assume management of the SOCCER POST Franchise, you agree to pay us (in addition to all other fees and amounts due under this Franchise Agreement) a management fee which will not exceed 10% of your monthly Gross Sales plus our travel, meals and living expenses. If we (or a third party) assume management of the SOCCER POST Franchise, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your Owners for any debts, losses, or obligations the SOCCER POST Franchise incurs, or to any of your creditors for any supplies, products, or other assets or services purchased while we (or the third party) manage it.

19.8 Assignment to Lending Institutions. Franchisee must obtain Franchisor's prior written consent for the assignment, transfer or pledge of all or any part of the assets of the SOCCER POST Franchise or this Franchise Agreement to banks or other lending institutions as collateral security for loans made directly to or for the benefit of the SOCCER POST Franchise, which approval will not permit further transfers or assignment of this Franchise Agreement without compliance by the transferee or assignee with the provisions of Section 19.1 and 19.2.

19.9 Transfer by Franchisor. This Franchise Agreement and all rights and duties hereunder may be freely assigned or transferred by Franchisor in its sole discretion to any person or legal entity that agrees to assume Franchisor's obligations hereunder, including a competitor of Franchisor, and shall be binding upon and inure to the benefit of Franchisor's successors and assigns including, without limitation, any entity which acquires all or a portion of the capital stock or ownership interest of Franchisor or any entity resulting from or participating in a merger, consolidation or reorganization in which Franchisor is involved, and to which Franchisor's rights and duties hereunder are assigned or transferred. Franchisee agrees that Franchisor will have no liability after the effective date of such transfer or assignment for the performance of any obligations under this Franchise Agreement.

20. DEFAULT AND TERMINATION.

20.1 Termination by Franchisor - Effective upon Notice. Franchisee will be in default, and Franchisor shall have the right to immediately terminate this Franchise Agreement and all rights granted the Franchisee hereunder (subject to any state laws to the contrary where state law shall prevail), without affording the Franchisee any opportunity to cure, effective upon Franchisee's receipt of notice of termination upon the occurrence of any of the following events:

(a) If Franchisee, an Owner or any other person under Franchisee's or Owner's control intentionally or negligently discloses to any unauthorized person the contents of or any part of the Operations Manual or Confidential Information of the Franchisor;

(b) Subject to Section 5.6 and Section 25.13, if Franchisee ceases to operate the SOCCER POST Franchise or otherwise abandons the SOCCER POST Franchise for a period of ten consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue operation of the SOCCER POST Franchise;

(c) If Franchisee becomes insolvent or is adjudicated a bankrupt, or any action is taken by Franchisee, or by others against the Franchisee under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq.), or if Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed for the Franchisee;

(d) If any material judgment (or several judgments which in the aggregate are material) is obtained against the Franchisee and remains unsatisfied or of record for 60 days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against the SOCCER POST Franchise or any of the property used in the operation of the SOCCER POST Franchise and is not discharged within 5 days; or if the real or personal property of the SOCCER POST Franchise shall be sold after levy thereupon by any sheriff, marshal or constable;

(e) If Franchisee or any of the Franchisee's officers, directors, or any Owner is convicted of or pleads guilty to or no contest to a felony, a crime involving moral turpitude, or any other crime, offense or conduct that Franchisor reasonably believes will injure the System, Marks, or the associated goodwill and reputation thereof, or if Franchisor has proof that Franchisee or any such individual has committed such crime or offense or engaged in such conduct;

(f) If Franchisee has received two notices of default from the Franchisor within a 12-month period, regardless of whether the defaults were cured by the Franchisee;

(g) If Franchisee assigns or transfers or attempts to assign or transfer any interest in the SOCCER POST Franchise, the Franchise Location or this Franchise Agreement without the prior written consent of Franchisor or if the requirements of Article 19 herein otherwise are violated;

(h) If Franchisee is found to be in violation of any applicable law, regulation or codes, by any governmental official, and fails to cure any such violation within 3 days or such shorter time period as Franchisor determines after receiving notice thereof;

(i) Franchisee intentionally fails to pay any taxes in accordance with Section 11.1(e) above;

(j) Franchisee intentionally under-reports Gross Sales, falsifies financial data, or otherwise commits an act of fraud with respect to the acquisition of the Franchise or its rights or obligations under this Franchise Agreement;

(k) Franchisee or the required number of personnel fail to successfully complete initial training to Franchisor's satisfaction required by Section 7.2;

(l) Franchisee fails to select and obtain our approval of a Franchise Location within the time period required by Section 5.1;

(m) Franchisee fails to commence operation of the SOCCER POST Franchise within the time period required by Section 6.6; or

(n) If the Franchisee: (i) loses the right to occupy the Franchise Location because of a default under the Franchisee's lease; (ii) defaults under the terms of any other agreement related

to use or operation of the SOCCER POST Franchise and fails to cure such default under any applicable cure period; (iii) defaults under the terms of any other franchise agreement or other agreement between Franchisor and Franchisee (or an affiliate of Franchisee) and fails to cure such default under any applicable cure period; or (iv) defaults under the terms of any loan agreement, financing agreement, or similar instrument that Franchisee has entered into in connection with the SOCCER POST Franchise and fails to cure such default under any applicable cure period.

20.2 Termination by Franchisor - 15 Days' Notice. Franchisee will be in default, and Franchisor shall have the right to terminate this Franchise Agreement and all rights granted the Franchisee hereunder (subject to any state laws to the contrary where state law shall prevail), effective upon 15 days' written notice to the Franchisee, upon the occurrence of any of the following events:

(a) Franchisee fails to pay any amounts due the Franchisor or affiliates within 15 days after receiving notice that such fees or amounts are overdue;

(b) Franchisee engages in any unauthorized business or practice, or sells any unauthorized products or services under the Marks or under a name or mark which is confusingly similar to the Marks, or misuses any of the Marks or Copyrights and fails to correct the misuse within 15 days after notification from Franchisor;

(c) Franchisee intentionally revokes the Authorization Agreement for Pre-Authorized Payments, or closes the account to which the Authorization Agreement for Pre-Authorized Payments applies without first having established another account and having signed and delivered to Franchisor a new Authorization Agreement for Pre-Authorized Payments on a form acceptable to Franchisor and Franchisor's bank;

(d) Franchisee refuses or fails to provide Franchisor with continuous access to the POS System and Computer System; or

(e) Franchisee fails to maintain any of the insurance required pursuant to the terms of Article 23.

20.3 Termination by Franchisor - 30 Days' Notice. Franchisor shall have the right to terminate this Franchise Agreement (subject to any state laws to the contrary where state law shall prevail), effective upon 30 days' written notice to the Franchisee, if the Franchisee defaults under any other provision of this Franchise Agreement, including if the Franchisee fails to comply with the Operations Manual or any Brand Standards and fails to cure the default during such 30 day period. Notwithstanding the foregoing, if the default is curable but is of a nature which cannot be reasonably cured within such 30 day period and Franchisee has commenced and is continuing to make good faith efforts to cure the default during such 30 day period, as determined by Franchisor, Franchisor may give Franchisee an additional reasonable period of time to cure the same.

20.4 Termination by Franchisor Due to Adverse Change in Law. The parties agree that the commercial purpose of this Franchise Agreement is for Franchisor to license the System specified by Franchisor to Franchisee for use in operating a SOCCER POST store under the conditions set forth in this Franchise Agreement and that the franchise rights contemplated under this Franchise Agreement are granted on the assumption that there will be no Adverse Change of

Law (as defined below) during the Term of this Franchise Agreement. If, at any time during the Term of this Franchise Agreement, there occurs an Adverse Change of Law, the parties agree to use their best efforts and to cooperate with each other in good faith to amend this Franchise Agreement either to bring it into conformity with the requirements of the Adverse Change of Law or to seek an alternative way to comply with the Adverse Change of Law which allows both parties to continue to enjoy the economic benefits of this Franchise Agreement. If Franchisor determines in its sole discretion that this Franchise Agreement cannot be modified to comply with the Adverse Change of Law without undermining material elements of the franchise relationship or the enjoyment of the economic benefits thereunder, Franchisor may, at its option, without liability for such action or any further obligation to Franchisee, terminate this Franchise Agreement and all rights granted thereunder upon 60 days' written notice to Franchisee and Franchisee shall be required to comply with all post-termination obligations set forth in this Franchise Agreement. "**Adverse Change of Law**" means the adoption, promulgation, modification or reinterpretation after the Effective Date by any governmental authority in the United States of any law, regulation, policy, order, circular or similar directive which action materially and adversely affects our ability to enjoy the full economic benefits of this Franchise Agreement or to enforce our rights hereunder or thereunder.

20.5 Termination by Franchisee. Franchisee may terminate this Franchise Agreement effective upon 90 days' prior written notice to the Franchisor, if the Franchisor defaults under any material provision of this Franchise Agreement and Franchisor fails to cure the default during such 90 day period. The notice shall state the alleged breach and provide that the Franchisor may cure the default within 90 days following its receipt of the notice, provided, however, that if the nature of Franchisor's obligations are such that more than 90 days are required for cure, then Franchisor shall not be in default if it commences to cure within the 90 day period and thereafter diligently continues its efforts to cure the default.

20.6 Assumption of Management. We have the right (but not the obligation) to enter the Franchise Location and assume the management of your SOCCER POST Franchise (or to appoint a third party to assume its management) for any period of time we deem appropriate, if: (i) you abandon or fail actively to operate your SOCCER POST Franchise; (ii) you fail to comply with any provision of this Franchise Agreement or any Brand Standard where cure is permitted and do not cure the failure within the time period we specify in our notice to you; or (iii) this Franchise Agreement is terminated and we are deciding whether to exercise our option to purchase pursuant to Section 20.7. All funds from the operation of the SOCCER POST Franchise while it is under our (or the third party's) management will be kept in a separate account, and all expenses, including travel and living expenses, will be charged to this account. If we (or a third party) assume management of the SOCCER POST Franchise, you agree to pay us (in addition to all other fees and amounts due under this Franchise Agreement) a management fee which will not exceed 10% of your monthly Gross Sales plus our travel, meals and living expenses. If we (or a third party) assume management of the SOCCER POST Franchise, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your Owners for any debts, losses, or obligations the SOCCER POST Franchise incurs, or to any of your creditors for any supplies, products, or other assets or services purchased while we (or the third party) manage it. Our decision to assume management of the SOCCER POST Franchise (or to appoint a third party to assume management of the SOCCER POST Franchise) will not affect our rights to terminate this Franchise Agreement.

20.7 Right to Purchase.

(a) If this Franchise Agreement expires or is terminated for any reason, Franchisor, or its designee, has the option, upon 30 days' written notice from the date of expiration or termination, to purchase from the Franchisee any or all of the tangible and intangible assets relating to the Franchisee's SOCCER POST Franchise (excluding any unsalable inventory, cash, short-term investments and accounts receivable) as Franchisor determines (collectively, the "**Purchased Assets**") and to obtain an assignment of the Franchisee's lease for: (i) the Franchise Location (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as the Franchisee's lease); and (ii) any other tangible leased assets used in operating the SOCCER POST Franchise. If the landlord of the Franchise Location is an affiliate of Franchisee, Franchisor will have the right to assume the lease for the Franchise Location on the following terms: (i) for a lease term equal to at least 10 years, with two 5-year renewal options; and (ii) terms that are otherwise generally consistent with then-current market rates for space in the immediate area surrounding the Franchise Location. Franchisor may assign this option to purchase and assignment of leases separate and apart from the remainder of this Franchise Agreement.

(b) The purchase price for the SOCCER POST Franchise will be the Book Value (as defined below) of the Purchased Assets. "**Book Value**" means the net book value of the Purchased Assets, as disclosed in the financial and accounting reports Franchisee provided to Franchisor under Article 17 before termination or expiration; provided, however, that: (i) each depreciable asset will be valued on a straight-line basis without provision for salvage value; (ii) Franchisor may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Franchise Agreement; and (iii) Franchisor may exclude from Book Value any provision for goodwill or similar value attributable to intangible property. If Franchisor is not satisfied with the accuracy or fairness of any financial statements or none have been submitted, an appraiser designated by Franchisor will determine the Book Value. Franchisor and Franchisee will equally bear the cost of the appraisal. The results of the appraisal will be final and binding on both parties.

(c) The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur no later than 60 days after Franchisor delivers notice of its election to purchase the SOCCER POST Franchise, unless Book Value is determined by appraisal, in which case the closing will occur within a reasonable time, not to exceed 60 days, after the results of the appraisal are made available. At the closing, Franchisee will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to Franchisor or its designee and such other documents Franchisor may reasonably request to permit it to operate the SOCCER POST Franchise. Franchisor may set off against and reduce the purchase price by all amounts Franchisee owes to Franchisor or any of its affiliates. If Franchisor exercises its option to purchase, Franchisor may, pending the closing, appoint a manager to maintain operation of the SOCCER POST Franchise.

(d) Franchisor and Franchisee agree that the terms and conditions of this right and option to purchase may be recorded in the real property records, if deemed appropriate by the Franchisor, and the Franchisor and the Franchisee further agree to execute such additional documentation as may be necessary and appropriate to effectuate such recording.

(e) If Franchisor does not exercise the Franchisor's right to purchase the Franchisee's SOCCER POST Franchise as described above, the Franchisee will be free to keep or to sell, after such termination or expiration of this Franchise Agreement, to any third party, all of the physical assets of its SOCCER POST Franchise, provided, however, that all appearances of the Marks are first removed in a manner approved in writing by Franchisor. Franchisor will only be obligated to purchase any other assets of the SOCCER POST Franchise in the event and to the extent it is required by applicable state or federal law.

20.8 Obligations of Franchisee upon Termination or Expiration. The Franchisee is obligated upon termination or expiration of this Franchise Agreement to immediately:

(a) Pay to Franchiser within 15 days after the effective date of termination or expiration of this Franchise Agreement, or on such later date that we determine amounts are due to us, all amounts due for Royalties, System Brand Development Fund Fees, Technology Fees, contributions, amounts owed for purchases from us, interest due on any of the foregoing, and any and all other amounts owed to us which are then unpaid pursuant to this Franchise Agreement, or pursuant to any other agreement between the parties;

(b) Cease to identify itself as a SOCCER POST franchisee or publicly identify itself as a former Franchisee or use any Marks, trade secrets, signs, symbols, devices, trade names, or other materials of the Franchisor;

(c) Cease to identify the Franchise Location as being, or having been, associated with the Franchisor, de-identify the premises of the Franchise Location as required by Franchisor, and immediately cease using any proprietary mark of the Franchisor or any mark in any way associated with the Marks and the System;

(d) Deliver to Franchisor all signs, sign-faces, advertising materials, forms and other materials bearing any of the Marks or otherwise identified with the Franchisor and obtained by and in connection with this Franchise Agreement, including all inventory containing the private label or Marks to Franchisor or its designee within 15 days following the date of termination or expiration;

(e) Deliver to Franchisor the Operations Manual, Confidential Information and all other information, documents and copies thereof which are proprietary to the Franchisor;

(f) Promptly take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to its use of any Marks which are under the exclusive control of the Franchisor or, at the option of the Franchisor, assign the same to the Franchisor;

(g) Notify the telephone company and all telephone directory publishers of the termination or expiration of the Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark and to authorize the transfer thereof to the Franchisor or its designee. Franchisee acknowledges that, as between the Franchisee and the Franchisor, the Franchisor has the sole rights to and interest in all telephone or facsimile numbers and directory listings associated with any Mark. Franchisee authorizes the Franchisor, and hereby appoints the Franchisor and any of its officers as the Franchisee's attorney-in-fact, to direct the telephone company and all telephone directory publishers to transfer any

telephone or facsimile numbers and directory listings relating to the SOCCER POST Franchise to the Franchisor or its designee. Should the Franchisee fail or refuse to do so, the telephone company and all telephone directory publishers may accept such direction or this Franchise Agreement as conclusive of the Franchisor's exclusive rights in such telephone and facsimile numbers and directory listings and the Franchisor's authority to direct their transfer;

(h) Permit Franchisor to make final inspection of Franchisee's financial records, books, and other accounting records within six months of the date of termination or expiration;

(i) Abide by all restrictive covenants described in Article 21 of this Franchise Agreement; and

(j) Upon termination for any default by Franchisee, the amount payable to Franchisor shall include actual and consequential damages, costs and expenses (including reasonable attorneys' fees) incurred by Franchisor as a result of the default, and shall also include (as stipulated damages and not as a penalty), an amount equal to the last 104 weekly payments for Royalty and any System Brand Development Fees due during the preceding 104 weeks pursuant to Section 12.1 and Section 13.3 hereof (or if the SOCCER POST Franchise has not been open 104 weeks, the weekly average multiplied by 104).

20.9 Survival. Articles 12, 14, 15, 17, 18, 20, 21, 22, 23, 24, 25, and Attachments A, B, C, D and F shall survive the expiration or termination of this Franchise Agreement.

In the event this Franchise Agreement is terminated by the Franchisor prior to its expiration as described in Sections 20.1, 20.2 or 20.3 above, Franchisee acknowledges and agrees that, in addition to all other available remedies, Franchisor shall have the right to recover lost future Royalties during any period in which the Franchisee fails to pay such Royalties through and including the remainder of the then current Term of this Franchise Agreement.

20.10 State and Federal Law. The parties acknowledge that in the event that the terms of this Franchise Agreement regarding termination or expiration are inconsistent with applicable state or federal law, such law shall govern the Franchisee's rights regarding termination or expiration of this Franchise Agreement.

20.11 Acknowledgement. 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

21. RESTRICTIVE COVENANTS.

21.1 Non-Competition During Term. Franchisee acknowledges that, in addition to the license of the Marks hereunder, Franchisor has also licensed commercially valuable information which comprises and is a part of the System, including operations, marketing, advertising and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by the Franchisor and all of the franchisees of the Franchisor using the Marks and System. The term

"**Competitive Business**" as used in this Franchise Agreement shall mean any business operating, or granting franchises or licenses to others to operate, businesses at retail locations or which solicit sales via media advertising, catalogs, or the Internet, which offer or sell soccer or other sports equipment, athletic footwear or apparel, or related sportswear or accessories of the type offered under the System; provided, however, that this paragraph shall not apply to Franchisee's operation of any other SOCCER POST store franchise pursuant to another valid franchise agreement with Franchisor. Franchisee therefore agrees that other than in connection with the SOCCER POST Franchise licensed herein, neither Franchisee nor any of the Franchisee's Owners, officers, directors, shareholders, members, or partners, nor any spouse of the Franchisee or any of these individuals shall, during the term of this Franchise Agreement:

(a) have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business;

(b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business; or

(c) divert or attempt to divert any business related to, or any customer or account of the SOCCER POST Franchise to any Competitive Business by any direct inducement or otherwise.

21.2 Post-Termination Covenant Not to Compete. Upon termination or expiration of this Franchise Agreement for any reason or the transfer by Franchisee of its rights under this Franchise Agreement, and for a period of two years commencing on the date of such termination, expiration or transfer, or the date on which the Franchisee or individual begins to comply with this Section 21.2, whichever is later, neither Franchisee nor any of its Owners, officers, directors, shareholders, partners or members shall have any direct or indirect interest (through a spouse of the Franchisee or any of these named individuals or otherwise), as an owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business located or operating within a 25 mile radius of the former Franchise Location or within a 25 mile radius of any other SOCCER POST store in operation at the time of termination, expiration or transfer. The restrictions of this Section 21.2 shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding. Franchisee and its Owners, officers, directors, shareholders, partners and members expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills, so enforcement of the covenants made in this Section 21.2 will not deprive them of their personal goodwill or ability to earn a living.

22. BUSINESS RELATIONSHIP.

22.1 Independent Contractor. It is understood and agreed by the parties hereto that this Franchise Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Franchise Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose. Further, neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business authorized by or

conducted pursuant to this Franchise Agreement. At all times during the term of this Franchise Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor and comply with Section 13.9.

22.2 Payment of Third Party Obligations. Franchisor shall have no liability for the Franchisee's obligations to pay any third parties, including any product vendors, or any sales, use, service, occupation, excise, gross receipts, income, property or other tax levied upon the Franchisee, the Franchisee's property, the SOCCER POST Franchise, the Franchise Location, or upon the Franchisor in connection with the sales made or business conducted by Franchisee (except any taxes the Franchisor is required by law to collect from the Franchisee with respect to purchases from the Franchisor).

22.3 Indemnification. Franchisee, and if Franchisee is a Business Entity, Franchisee and the Owners, shall at all times defend, indemnify, and hold harmless to the fullest extent permitted by law the Franchisor, its subsidiaries, affiliates, successors and assigns, and their respective shareholders, members, directors, officers, employees, agents, and representatives, successors and assigns (the "**Indemnified Parties**") against, and to reimburse them for all losses, expenses and fines incurred in connection with, any action, suit, proceeding, claim, demand, investigation or inquiry, or any settlement thereof which arises out of or is based upon or related to this Franchise Agreement, the operation of Franchisee's SOCCER POST Franchise, the activities conducted under this Franchise Agreement, the Franchisee's or Franchisee's employees' actions or inactions, or the Franchisee's failure to comply with any applicable laws, statutes, ordinances, rules or regulations. For purposes of this indemnification, "**claims**" shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including reasonable accountants', attorneys', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. Franchisor shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Franchise Agreement.

22.4 Employment Allegations. Should it ever be asserted that we are the employer, joint employer or co-employer or you or any of your employees in any private or government investigation, action, proceeding or other setting, you irrevocably agree to assist us in refuting and defending said allegation, including (if necessary) appearing at any venue we request to testify at our behalf (and, as may be necessary, submitting yourself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of you or any of your employees). To the extent we are the only named party in any such investigation, action, proceeding or other setting to the exclusion of you, then should any such appearance by you be required or requested by us, we will compensate you for the reasonable costs associated with your appearing at any such venue (including travel, lodging and meals).

23. INSURANCE.

23.1 Insurance Coverage. During the Term of this Franchise Agreement, you must maintain in force, at your expense and under policies of insurance issued by insurance company(ies) approved by us, the following minimum initial types of insurance coverage:

(a) commercial general liability insurance (including bodily injury, property damage, products liability, completed operations', independent contractors', and advertising liability coverage) on an occurrence basis which provides minimum single limit protection of $1,000,000 per occurrence and $2,000,000 aggregate;

(b) property and casualty insurance coverage for all perils insuring Franchisee's inventory, furniture, fixtures, owned and leased equipment, construction of Franchisee's improvements, and Franchise Location for the full replacement value;

(c) workers compensation, employers' liability and such other insurance to meet the greater of all applicable legal requirements of the state where Franchisee operates the SOCCER POST Franchise or the then-current minimum levels of coverage as the Franchisor periodically requires;

(d) employment practices liability insurance in such amounts as Franchisor periodically may require;

(e) automobile insurance to cover all owned, non-owned, and hired vehicles in the amount of $1,000,000 combined single limit;

(f) umbrella liability insurance in the minimum amount of $1,000,000 that will provide liability insurance coverage for loss, liability, claim, damage or expense incurred in excess of the primary liability insurance coverage;

(g) business interruption insurance coverage for a minimum of 6 months insuring all compensable losses and damages resulting from an interruption in the operation of the SOCCER POST Franchise in such amounts as Franchisor periodically may require;

(h) cyber security and data privacy insurance in such amounts as Franchisor periodically may require;

(i) comprehensive crime and blanket employee dishonesty insurance in such amounts as Franchisor periodically may require; and

(j) such other insurance as is required under any lease or other financing document (if any) for the SOCCER POST Franchise.

Insurance shall be placed with insurance company(ies) licensed to do business in the state in which the Franchise Location is located and rated A-VIII or better by A.M. Best. All policies and certificates must name Franchisor and its officers, directors, partners, members, affiliates, subsidiaries and employees as additional insured parties of all of the policies. The Franchisor reserves the right to require the Franchisee to obtain insurance from a designated carrier or insurance agency.

23.2 Evidence of Insurance Coverage. At least 30 days prior to the expiration of any such policy and at such other times as Franchisor may reasonably request, Franchisee shall deliver to Franchisor, certificates of insurance, endorsements, insurance declarations and/or other documents requested by Franchisor, evidencing the proper coverage with limits not less than those

required by Franchisor. All certificates shall expressly provide that no less than 30 days' prior written notice shall be given Franchisor in the event of material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates. If Franchisee fails to obtain the required insurance or to provide evidence reasonably satisfactory to Franchisor of the insurance policies required by this Franchise Agreement, Franchisor has the right, but not the obligation, to obtain such required policies on Franchisee's behalf, and Franchisee agrees that it will promptly reimburse Franchisor for all costs related to obtaining such policies upon written notice from Franchisor and Franchisor shall have the right to demand that Franchisee cease operations of the SOCCER POST Franchise until coverage is reinstated. Franchisee agrees to allow any inspections at the Franchise Location required to obtain or maintain the insurance.

23.3 Modification of Insurance Requirements. Franchisee must maintain the insurance coverages in the minimum amounts we prescribe from time-to-time in the Operations Manual. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes and circumstances.

24. GOVERNING LAW AND DISPUTE RESOLUTION.

24.1 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§1051 et. seq.), this Franchise Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey provided, however, that Franchisee shall not be entitled to any rights under the New Jersey Franchise Practices Act, unless the Franchise Location is located in the state of New Jersey, without reference to its conflict of laws principles.

24.2 Pre-Litigation Meeting. Except for actions by us for monies owed, injunctive or other extraordinary relief, or involving the Marks or Confidential Information, we and you agree to first discuss any claim, controversy, issue or dispute (a "**Dispute**") arising out of or relating to this Franchise Agreement and any exhibits or guarantees, at an in-person meeting prior to commencing litigation in the city where our principal executive office is located. The process is initiated by giving written notice to the other party, describing the Dispute and identifying one or more individuals with authority to resolve the Dispute and three proposed dates for the meeting that are at least 30 days after the date of the notice. The recipient of the notice will have 10 days after receipt of the notice to designate in writing one or more individuals with authority to resolve the Dispute and to select a date or propose new dates for the meeting. The meeting must take place within 60 days after the sending of the written notice of the Dispute.

24.3 Choice of Forum. If we and you are unable to resolve the claim, controversy or dispute within 60 days after the sending of the written notice of the Dispute, any suit filed shall be exclusively in the appropriate state court in Monmouth County in the state of New Jersey or the United States District Court for the District of New Jersey, however, with respect to any action for monies owed, injunctive relief or other extraordinary relief, or involving the possession or disposition of, or other relief relating to the Marks or the Confidential Information, we may bring such action against you in any court of competent jurisdiction. The jurisdiction of these courts is irrevocably submitted to and any objections to either the jurisdiction of or venue in these courts is

waived. We shall not be required to post a bond to obtain injunctive relief. Your only remedy if an injunction is entered against you shall be the dissolution of that injunction, and you shall not have any right to recover damages from us for wrongful entry of an injunction.

24.4 Waiver of Damages. FRANCHISEE, FRANCHISOR AND THEIR RESPECTIVE AFFILIATES AGREE TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR A CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.

24.5 Waiver of Jury Trial. FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER FRANCHISEE OR FRANCHISOR.

24.6 Limitation of Claims. ANY AND ALL CLAIMS ARISING OUT OF THIS FRANCHISE AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES 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) UNDERPAYMENT OF AMOUNTS OWED TO FRANCHISOR OR ITS AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS OR COPYRIGHTS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS FRANCHISE AGREEMENT IN ANY WAY.

24.7 Class Action Bar. THE PARTIES AGREE THAT CLAIMS OF ANY OTHER PARTY OR PARTIES SHALL NOT BE JOINED WITH ANY CLAIMS ASSERTED IN ANY ACTION OR PROCEEDING BETWEEN FRANCHISOR AND FRANCHISEE.

24.8 Attorneys' Fees. If Franchisor engages an attorney to collect any unpaid amounts under this Franchise Agreement or any related agreement, Franchisee shall pay all reasonable attorneys' fees, court costs and collection expenses incurred by Franchisor. If Franchisee is in breach or default of any nonmonetary obligation under this Franchise Agreement or any related agreement, and Franchisor engages an attorney to enforce its rights, Franchisee shall pay all reasonable attorneys' fees, court costs and litigation expenses incurred by Franchisor. If Franchisee institutes any legal action based on the Franchise Agreement, and the claim of Franchisee in such action is denied or the action is dismissed, Franchisor shall be entitled to recover its reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against the same, and to have such an amount awarded as part of the judgment in the proceeding.

25. GENERAL PROVISIONS.

25.1 Modification. Franchisor and/or Franchisee may modify this Franchise Agreement only upon execution of a written agreement between both parties. Franchisee acknowledges that Franchisor may modify its standards and specifications and operating and marketing techniques

described in the Operations Manual unilaterally and to the extent to which Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the System.

25.2 Entire Agreement; Construction. The attachments to this Franchise Agreement are a part of this Franchise Agreement, which represents the entire agreement of the parties, and there are no other oral or written understandings or agreements between Franchisee and Franchisor relating to the subject matter of this Franchise Agreement. **Nothing in this Franchise Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document**. If any provision of this Franchise Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any applicable state law or regulation of the state in which the SOCCER POST Franchise is located, then the applicable state law or regulation of that state in which the SOCCER POST Franchise is located shall supersede any provision of this Franchise Agreement that is less favorable to Franchisee.

25.3 Delegation by the Franchisor. From time-to-time, Franchisor shall have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of the Franchisor or independent contractors which Franchisor has contracted with to provide such services. Franchisee agrees in advance to any such delegation by Franchisor of any portion or all of its obligations hereunder.

25.4 Effectiveness. This Franchise Agreement shall not be effective until accepted by the Franchisor as evidenced by the signature of an authorized officer of the Franchisor.

25.5 No Waiver. No waiver of any condition or covenant contained in this Franchise Agreement or failure to exercise a right or remedy by Franchisor shall be considered to imply or constitute a further waiver by the Franchisor of the same or any other condition, covenant, right, or remedy. Franchisor's subsequent acceptance of any payments due to it hereunder shall not be deemed a waiver by Franchisor of any preceding or succeeding breach by Franchisee of any terms or conditions of this Franchise Agreement.

25.6 No Liability to Others; No Other Beneficiaries. We will not, because of this Franchise 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 Franchise Agreement. Except as specifically described in this Franchise Agreement, no other party has any rights because of this Franchise Agreement. Franchisee acknowledges that other SOCCER POST franchisees have or will be granted franchises at different times, different locations, under different economic conditions and in different situations, and further acknowledges that the economics and terms and conditions of such other franchises may vary substantially in form and in substance from those contained in this Franchise Agreement.

25.7 No Right to Set Off. Franchisee shall not be allowed to set off amounts owed to Franchisor for Royalties, System Brand Development Fund Fees, Technology Fees or other amounts due hereunder, against any monies owed to Franchisee, which right of set off is hereby expressly waived by the Franchisee.

25.8 Invalidity. If any provision of this Franchise Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Franchise Agreement as though originally included. The remaining provisions of this Franchise Agreement shall not be affected by such invalidity or modification.

25.9 Notices. All written notices required to be delivered by the provisions of this Franchise Agreement will be delivered by hand, sent by a recognized overnight delivery service or by certified U.S. Mail, or by other means which provides the sender with evidence of delivery, or of rejected delivery, and addressed to the party to be notified at the address stated herein or at such other address as may have been designated in writing to the other party. Any notice by a means that provides the sender with evidence of delivery, or rejected delivery, will be deemed to have been given at the date and time of receipt or rejected delivery.

25.10 Franchisor's Rights. Whenever this Franchise Agreement provides that the Franchisor has a certain right, that right is absolute and the parties intend that Franchisor's exercise of that right will not be subject to any limitation or review. Franchisor has the right to operate, administrate, develop and change the System in any manner that is not specifically precluded by the provisions of this Franchise Agreement.

25.11 Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees or is required to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises reasonable business judgment in making its decision or exercising its rights. A decision or action by the Franchisor will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other of the Franchisor's individual interests. Examples of items that will promote or benefit the System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither the Franchisee nor any third party (including a trier of fact) will substitute their judgment for the Franchisor's reasonable business judgment.

25.12 Notice of Potential Profits. The Franchisor advises Franchisee that Franchisor and/or its affiliates periodically may make available to Franchisee goods, products and/or services for use in the SOCCER POST Franchise, on the sale of which Franchisor and/or its affiliates may make a profit. Franchisor further advises Franchisee that Franchisor and its affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to Franchisee or in consideration for services provided or rights licensed to such persons. Franchisee agrees that Franchisor and its affiliates will be entitled to such profits and consideration.

25.13 Force Majeure. If any party fails to perform any obligation under this Franchise Agreement due to a cause beyond the control of and without the negligence of such party, which materially and adversely affects the condition, use or operation of Franchisee's SOCCER POST Franchise or which affects Franchisor's ability to perform its obligations under this Franchise

Agreement, such failure will not be deemed a breach of this Franchise Agreement, provided such party uses its reasonable best efforts to perform such obligations within 30 days, or as soon as is reasonably possible under the circumstances, subject to the discretion and approval of Franchisor. If the breaching party believes that performance is still not possible after the 30 day period has expired, such party bears the burden of demonstrating why performance should continue to be excused. Such causes include Acts of God, strikes, wars, riots, civil commotion, pandemics, epidemics and terrorist acts, except as may be specifically provided for elsewhere in this Franchise Agreement. Your financial inability to perform or your insolvency will not be an event of Force Majeure under this Franchise Agreement.

25.14 Personal Information Privacy. We have the right, and you consent, to us using and disclosing personal information collected from you and your Owners for any purpose connected with the System, and this Franchise Agreement and its enforcement, including: (a) providing or listing contact information for you and your Owners and management employees for System communications purposes, including with landlords and other suppliers of goods or services, or prospective franchisees; (b) posting on franchise system websites listing franchisees; (c) in or in connection with our franchise disclosure documents and, where applicable, prospectuses, statements of material facts and other securities filings and documents; and (d) making reports or information received from you pertaining to your SOCCER POST Franchise, available for inspection by prospective franchisees or to substantiate information contained in our franchise disclosure documents for prospective franchisees. We may also share such personal information where needed with our professional advisors, lenders or affiliates or under agreements with third parties relating to the System. We may give access to or transfer our files containing such personal information to a prospective purchaser or purchaser of the franchise system. Franchisee is responsible to obtain any required consents from its principals and management employees as may be necessary for it to comply with these provisions.

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____
This date is the Effective Date of this Franchise Agreement.

ATTACHMENT A TO FRANCHISE AGREEMENT
FRANCHISE DATA SHEET

1. **Operating Principal**. If Franchisee is a Business Entity, the Operating Principal (as referenced in Section 2.2(e) of the Franchise Agreement) is:

_____

2. **Franchise Location**. The address of the approved Franchise Location (as referenced in Section 2.3 of the Franchise Agreement) is:

_____

_____

If the Franchise Location is not determined as of the date of the Franchise Agreement, the Franchisee shall, within 30 days from the Effective Date, select and propose to the Franchisor for the Franchisor's consent a Franchise Location.

RIDER TO ATTACHMENT A TO FRANCHISE AGREEMENT
FRANCHISE DATA SHEET
FRANCHISE LOCATION CONSENT

1. **Franchise Location**. The Franchise Location stated in Section 2.3 of the Franchise Agreement shall be:

_____
_____
_____

By execution hereof, Franchisor consents to the above-stated Franchise Location and Franchisee acknowledges and warrants that: (i) Franchisor's consent does not constitute a guarantee, recommendation or endorsement of the Franchise Location and that the success of the SOCCER POST Franchise to be operated at the Franchise Location is dependent on the Franchisee's or its Owner's abilities as an independent businessperson; and (ii) that Franchisor has complied with its obligations under the Franchise Agreement to assist the Franchisee in the site selection process.

2. **Notices**. The business address for any notices mailed pursuant to Section 25.9 of the Franchise Agreement shall be changed to read as follows:

_____
_____
_____

3. **Ratification**. To the extent not amended herein, all other terms and conditions of the Franchise Agreement and attachments shall remain in full force and effect as stated.

ATTACHMENT B TO FRANCHISE AGREEMENT
STATEMENT OF OWNERSHIP

In consideration of, and as an inducement to, Franchisor's execution of the Franchise Agreement between **Elite Sports Enterprises, Inc.**, a New Jersey corporation ("**Franchisor**") and _____ ("**Franchisee**"), and based on the benefit received from the Franchise Agreement, each of the following persons, being all of the owners of a direct or indirect ownership interest in the business entity that has executed the Franchise Agreement (the "Franchisee"), hereby agree that he, she or it shall not transfer, assign or pledge any direct or indirect equity interest in Franchisee to any person without the prior, written consent of Franchisor and in compliance with the provisions of Article 19 of the Franchise Agreement.

In consideration of the execution of the accompanying Franchise Agreement by Franchisor, and based on the benefit received from the Franchise Agreement, each of the following persons who own a direct or indirect ownership interest in Franchisee hereby adopt and agree to comply with the terms and provisions of Article 15, Article 21 and Article 24 of the Franchise Agreement.

Signature, Printed Name and Address	Date	Percentage Ownership
_____	_____	_____
_____		
_____		
_____		
_____	_____	_____
_____		
_____		
_____		
_____	_____	_____
_____		
_____		
_____		
_____	_____	_____
_____		
_____		
_____		

ATTACHMENT C TO FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION OF THE FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, Franchisor's execution of the Franchise Agreement between **Elite Sports Enterprises, Inc.**, a New Jersey corporation ("**Franchisor**") and _____ ("**Franchisee**"), each of the undersigned (jointly and severally referred to as "**Guarantor**") hereby personally and unconditionally agrees to be personally bound by, and personally liable for the default of, each provision in such Franchise Agreement, and any other agreement between the Franchisee or its affiliates and the Franchisor of its affiliates, and all amendments thereto (the "**Agreements**").

Each Guarantor waives the following:

1. Acceptance and notice of acceptance by the Franchisor of the foregoing undertaking;

2. Notice of the creation, existence or maturity of any obligations contained in the Agreements;

3. Notice of demand for payment or performance of any obligations contained in the Agreements;

4. Notice of default, extension of time, protest, presentment, or dishonor with respect to the obligations contained in the Agreements;

5. Any right Guarantor may have to require that any action be brought against the Franchisee or any other person as a condition of liability; and

6. Any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

Each Guarantor consents and agrees that:

1. Guarantor's direct and immediate liability under this guaranty shall be joint and several;

2. Guarantor shall render any payment or performance required under the Agreements upon demand if the Franchisee fails or refuses punctually to do so;

3. Such liability shall not be contingent or conditioned upon pursuit by the Franchisor of any remedies against the Franchisee or any other person; and

4. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Franchisor may from time to time grant to the Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims or security, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Franchise Agreement, including Successor Franchises.

Notwithstanding anything to the contrary in this Guaranty, Guarantor hereby irrevocably waives all rights Guarantor may have at law or in equity (including any law subrogating the Guarantor to the rights of Franchisor) to seek contribution, indemnification, or any other form of reimbursement from the Franchisee, any other guarantor, or any other person now or hereafter primarily or secondarily liable for any obligations of the Franchisee to the Franchisor, for any disbursement made by the Guarantor under or in connection with this Guaranty or otherwise.

This Guaranty is continuing and covers all obligations, whether such obligations now exist or arise hereafter, regardless of whether, at any point in time, the obligations to the Franchisor may be paid in full or otherwise extinguished.

Guarantor acknowledges and agrees that this Guaranty may be revoked only by a writing signed by Guarantor and Franchisor and that any such revocation shall be effective only as to any obligations incurred after the effective date of the revocation.

Guarantor hereby agrees to indemnify and hold the Franchisor harmless from and against any liability asserted against Franchisor based upon any claim or legal action filed against Franchisor based in whole or part upon a claim under 11 U.S.C. §547(b) or 11 U.S.C. §550 resulting from or connected with this Guaranty.

The provisions of Articles 24 and 25 of the Franchise Agreement will apply as to any interpretation or enforcement of this Guaranty, and the provisions of Section 25.9 of the Franchise Agreement will apply to any notice to either party.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day, month and year as the Effective Date of the Franchise Agreement.

GUARANTOR	**GUARANTOR**
_____	_____
Signature	Signature
_____	_____
Printed name	Printed name
Dated: _____	Dated: _____
GUARANTOR	**GUARANTOR**
_____	_____
Signature	Signature
_____	_____
Printed name	Printed name
Dated: _____	Dated: _____

ATTACHMENT D TO FRANCHISE AGREEMENT
ADDENDUM TO LEASE AGREEMENT

LEASE ADDENDUM

THIS LEASE ADDENDUM ("**Addendum**") is made as of this _____ day of _____, 20_____, by and between _____, a _____ ("**Tenant**"), and _____, a _____, ("**Landlord**").

Landlord and Tenant are parties to that certain Lease of even date (the "**Lease**") covering the premises located at _____, which Tenant will [construct, or have constructed by Landlord, and thereafter] operate a SOCCER POST store (the "**SOCCER POST Franchise**") under a Franchise Agreement (the "**Franchise Agreement**") between Tenant and Elite Sports Enterprises, Inc., a New Jersey corporation ("**Franchisor**"). Landlord and Tenant desire to amend the Lease to protect the various interests of Franchisor.

In consideration of the foregoing and the promises contained in the Lease, the parties agree as follows:

1. Permitted Use. Landlord and Tenant agree that so long as the Franchise Agreement remains in effect, Tenant may use the leased premises only for the SOCCER POST Franchise.

2. Notice of Default. Landlord will provide Franchisor, by certified U.S. mail or a recognized overnight delivery service at the address provided in Section 11 below, a minimum 30 days' notice of any default under the Lease before Landlord initiates any action to terminate the Lease or exercise any remedy for such default.

3. Cure. Either Tenant or Franchisor may cure defaults under the Lease and Landlord will accept performance of obligations due under the Lease, as specified in the Lease, by either Franchisor or Tenant. Franchisor will not, however, be under any obligation to cure any default and nothing herein will require Franchisor at any time to comply with or take any action under the provisions of the Lease.

4. Rights of Franchisor After Cure. If Franchisor commences cure of any default under the Lease within the 30 day notice period described in Section 2 above, and if Franchisor thereafter diligently completes cure, Franchisor may, but will not be obligated to, give notice to Landlord and become Tenant under the Lease, in which event Landlord will not be entitled to terminate the Lease.

5. Assignment and Renewal. Landlord consents to an assignment or transfer of Tenant's rights under the Lease to Franchisor at any time during the term of the Lease; provided that such assignment or transfer is subject to Franchisor's written agreement to accept such assignment or transfer. Landlord will give Franchisor notice of expiration of the term of the Lease at least three months in advance thereof and grant Franchisor the right, but not the obligation, to exercise any then-existing renewal rights under the Lease.

6. Right of Entry and Subordination. Landlord will give Franchisor access to the leased premises at reasonable times on not less than 72 hours' notice (or such shorter notice as may be reasonable when circumstances dictate) either to inspect the SOCCER POST Franchise for compliance with the Franchisor's requirements, to remove from the leased premises any items bearing Franchisor's marks or logos or to take other action permissible under the Franchise Agreement between Tenant and Franchisor. Landlord specifically subordinates any lien it may have in such items to Franchisor's rights as licensor of the marks or logos displayed on items or elsewhere in or about the leased premises.

7. Amendment, Extension or Renewal. Tenant and Landlord agree not to allow any surrender, amendment, modification or termination of the Lease without the prior written consent of Franchisor. Throughout the term of the Lease, Tenant agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days prior to the last day such option must be exercised, unless Franchisor otherwise agrees in writing.

8. Vacating Leased Premises. Upon vacating the leased premises, or termination of the Franchise Agreement or Lease (whichever occurs first), Tenant must remove all signs and materials bearing any of the marks or logos.

9. Benefit. Landlord and Tenant acknowledge that they have entered into this Addendum for the express benefit of Franchisor and that Franchisor is an intended beneficiary hereof. This Addendum shall control and supersede any inconsistent provision of the Lease.

11. Notices. All notices to Franchisor required hereunder will be sent by a recognized overnight delivery service or by certified U.S. Mail to the following address (or such other address as Franchisor may provide in writing): _____.

The parties hereto have signed this Addendum on the day and year first above written.

LANDLORD	**TENANT**
Entity: _____	Entity: _____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

ATTACHMENT E TO FRANCHISE AGREEMENT
AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED PAYMENTS

The undersigned depositor ("**Depositor**") hereby: (1) authorizes Elite Sports Enterprises, Inc., or any of its affiliates ("**Franchisor**"), to initiate electronic debit and/or credit correction entries to the Depositor's checking or savings account indicated below ("**Bank Account**") at the bank named below ("**Depository Bank**"), and authorizes Depository Bank to debit or credit to such account all entries Franchisor initiates.

Type of Account:

☐ Checking ☐ Savings Account

DEPOSITORY BANK NAME _____

BANK BRANCH LOCATION _____

CITY_____ STATE _____ ZIP CODE_____

BANK ACCOUNT NUMBER _____

ROUTING NUMBER _____

Depositor agrees that this authorization shall be binding and remain in full force and effect until Depositor has given Franchisor written notice of its revocation in such time and in such manner as to afford Franchisor and Depository Bank a reasonable opportunity to act on the notice. Franchisor will provide a copy of this Authorization Agreement to Depositor and to Depository Bank upon request.

DEPOSITOR'S
NAME _____ ID NUMBER _____

DEPOSITOR'S SIGNATURE _____

TITLE OF PERSON SIGNING (if signed in a representative capacity) _____

DATE _____

ATTACHMENT F TO FRANCHISE AGREEMENT
ASSIGNMENT OF CONTACT IDENTIFIERS AND ONLINE PRESENCES

The undersigned ("Franchisee") hereby acknowledges and agrees that ELITE SPORTS ENTERPRISES, INC. ("Franchisor") has granted a franchise to Franchisee to operate a franchised SOCCER POST store located at _____ (the "Franchised Business"), pursuant to a Franchise Agreement dated _____ (the "Franchise Agreement"); and that in connection with the operation of that Franchised Business, Franchisor may have authorized Franchisee to acquire and/or maintain certain: (1) telephone and facsimile numbers and other directory listings (each a "Contact Identifier"), and/or (2) website, domain name, email address, social media account, user name, other online presence or presence on any electronic medium of any kind (each an "Online Presence").

1. **Assignment**. In the event of termination or expiration of the Franchise Agreement, Franchisee hereby sells, assigns, transfers and conveys to Franchisor all of its rights, title and interest in and to all Contact Identifiers and Online Presences pursuant to which Franchisee operated its Franchised Business in any manner, or which display, connect to, or are relating to the franchise system operated by Franchisor, or any tradenames, trademarks or other proprietary materials or symbols of any kind of Franchisor's or its affiliates relating to such franchise system or the Franchised Business. Upon termination or expiration of the Franchise Agreement, Franchisee shall immediately notify the telephone company, listing agencies and any other third-party owning or controlling any Contact Identifiers, and any internet service provider, website hosting company, domain registrar, social network or other third-party owning or controlling any Online Presence (all such entities collectively "Registrars") to assign the Contact Identifiers and Online Presences, as applicable, to Franchisor. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify any applicable Registrar to effectuate the assignment pursuant to the terms hereof, and in such case, Franchisor's liability will accrue exclusively from and after the date of such assignment.

2. **Attorney-in-Fact**. Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct each Registrar to assign all Contact Identifiers and Online Presences to Franchisor and execute such documents and take such actions as may be necessary to effectuate the assignment. If Franchisee fails to promptly direct the Registrars to assign the Contact Identifiers and Online Presences to Franchisor, Franchisor shall direct the Registrars to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Registrars may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Contact Identifiers and Online Presences, as applicable, upon such termination or expiration. The parties further agree that if the Registrars require that the parties execute any 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.

3. **Further Assurances**. The parties agree that 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. **Representation and Warranties of Franchisee**. Franchisee hereby represents, warrants and covenants to Franchisor as of the date hereof, and as of the date of expiration or termination of the Franchise Agreement, that:

(a) All of Franchisee's obligations and indebtedness related to its Contact Identifiers and Online Presences are current;

(b) This Assignment is a legal and binding obligation of Franchisee, enforceable in accordance with the terms hereof; and

(c) Franchisee has the specific power to assign and transfer its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements, and Franchisee has obtained all necessary consents to this Assignment.

5. **Miscellaneous**. The validity, construction and performance of this Assignment shall be governed by the laws of the State of New Jersey. All agreements, covenants, representations and warranties made herein shall survive the execution hereof. All rights of Franchisor shall inure to its benefit and to the benefit of its successors and assigns. Franchisor may assign its rights under this Assignment to any designee. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Assignment may be executed by manual or electronic signature. Either party may rely on the receipt of a document executed or delivered electronically.

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE (Assignor)
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE (Assignor)
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR (Assignee)
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

EXHIBIT B

CONVERSION LOCATION ADDENDUM

CONVERSION LOCATION ADDENDUM TO FRANCHISE AGREEMENT

THIS CONVERSION LOCATION ADDENDUM TO FRANCHISE AGREEMENT (the "**Conversion Addendum**") is made and entered into by and between **Elite Sports Enterprises, Inc.**, a New Jersey corporation with its principal business address at 303 Highway 35, Eatontown, New Jersey 07724 ("**Franchisor**"), and _____, (a corporation, limited liability company, partnership or individual) with a principal business address at _____ ("**Franchisee**"). In consideration of these premises and the mutual covenants herein, the sufficiency of which are acknowledged, and intending to be legally bound, Franchisor and Franchisee agree as follows:

1. Franchisor and Franchisee are contemporaneously entering into a Franchise Agreement (the "**Franchise Agreement**") for the operation of one SOCCER POST store using the Franchisor's Marks and System. The effective date of this Conversion Addendum shall be the Effective Date of the Franchise Agreement. Capitalized terms not defined herein shall, unless otherwise indicated, have the meanings ascribed to such terms in the Franchise Agreement.

2. Franchisee presently owns and operates a sporting goods store selling retail soccer specialty products and services (the "**Existing Business**") and Franchisee has applied to Franchisor (the "**Franchise Application**") seeking to convert the Existing Business and have it become the SOCCER POST Franchise to be operated at the Franchise Location pursuant to the terms of the Franchise Agreement.

3. In reliance on the statements and representations made by Franchisee in the Franchise Application and supporting documents, Franchisor has approved Franchisee's application to convert the Existing Business to a SOCCER POST Franchise.

4. Franchisee represents and warrants to Franchisor that Franchisee does not currently operate under, or have any interest in, any franchise agreement, license agreement, or any other agreement or prescribed marketing plan or system of another company including, without limitation, any in-term or post-term non-competition agreement, which would potentially limit or restrict Franchisee's ability to operate the SOCCER POST Franchise under the Franchise Agreement or subject Franchisor to any potential third party liability;

5. Franchisee acknowledges, understands and agrees that in connection with entering into the Franchise Agreement, Franchisee will be subject to all of the rights, duties and obligations of the Franchise Agreement, including, among others, in-term and post-term covenants restricting competition, confidentiality agreements and standards of performance and quality to which Franchisee would not be subject to otherwise.

6. Franchisor desires to grant Franchisee the right to operate a SOCCER POST store under the terms and conditions of this Conversion Addendum and the Franchise Agreement.

7. If Franchisee is currently operating more than one retail soccer specialty store location, Franchisee agrees that Franchisee will execute a separate Franchise Agreement and Conversion Addendum for each location.

8. **Site Selection and Approval.** Sections 5.1 and 5.2 of the Franchise Agreement are deleted in their entirety. Section 5.4 of the Franchise Agreement is deleted in its entirety and the following shall be substituted in lieu thereof:

> **5.4 Lease Addendum.** Upon execution of the Franchise Agreement and this Conversion Addendum, Franchisor, Franchisee and Franchisee's landlord (the "Lessor") shall enter into the Lease Addendum attached to the Franchise Agreement as Attachment D - Addendum to Lease Agreement (the "Lease Addendum"). The Lease Addendum is a condition to the Franchise Agreement and the performance of Franchisor's obligations under the Franchise Agreement are subject to, and contingent upon, Lessor's execution of the Lease Addendum in a form satisfactory to Franchisor. In the event Lessor fails or refuses to execute the Lease Addendum within 30 days from the Effective Date of the Franchise Agreement, the Franchise Agreement and this Conversion Addendum shall automatically terminate.

9. **Development of the Franchise Location.** Section 6.6 of the Franchise Agreement is hereby deleted in its entirety and the following shall substituted in lieu thereof:

> **6.6 Commencement of Operations**. Franchisee or the Operating Principal, along with the General Manager, shall complete to Franchisor's satisfaction Franchisor's required training program, comply with all of Franchisor's standards and specifications with respect to merchandise, goods, materials, equipment and services, furnish to Franchisor copies of all insurance certificates required by the Franchise Agreement, and begin operation as a SOCCER POST Franchise within 60 days of the Effective Date of the Franchise Agreement. Franchisee shall notify Franchisor at least ten days prior to the anticipated opening of the SOCCER POST Franchise (the "Conversion Date") and Franchisee shall have the right to inspect the Franchise Location prior to such Conversion Date. Franchisee shall not open for business as a SOCCER POST Franchise without having received Franchisor's prior written consent, which shall not be unreasonably withheld. Prior to the Conversion Date, Franchisee shall remove all merchandise, products, goods, materials and equipment which do not conform with the System or which have not been approved for use by Franchisor in connection with the System. On the Conversion Date, and every day thereafter throughout the Term of the Franchise Agreement, Franchisee shall identify and represent the Franchise Location as a SOCCER POST Franchise through the use and display of Franchisor's Marks in accordance with the Franchise Agreement. As of the Conversion Date, Franchisee shall convert all books, accounts, ledgers, customer lists, bookkeeping systems, etc. so as to comply with the standards and specifications prescribed for the System. At Franchisor's request, Franchisee shall convert its current POS System and current Computer System to the systems which Franchisor prescribes.

10. **Training and Meetings.** The sentence in Section 7.2 of the Franchise Agreement which reads: "All required individuals must successfully complete the Initial Training program as required at least 30 days prior to (but no more than 45 days before) the Required Opening Date." is deleted and the following shall be substituted in lieu thereof: "All required individuals must successfully complete the Initial Training program as required no later than 30 days after the Effective Date of the Franchise Agreement." The sentence in Section 7.2 of the Franchise

Agreement which reads: "Successful completion of Initial Training and any additional or extended initial training we require to our satisfaction is a condition that must be completed prior to the opening of your SOCCER POST store to the public." is deleted.

11. **Confidential Information.** Franchisee expressly acknowledges and agrees that, notwithstanding that Franchisee has been operating a sporting goods store selling retail soccer specialty products and services, Franchisee shall be bound by the confidentiality provisions contained in Section 9.2 and Article 15 of the Franchise Agreement.

12. **Restrictive Covenants.** Franchisee expressly acknowledges and agrees that, notwithstanding that Franchisee has been operating a sporting goods store selling retail soccer specialty products and services, Franchisee shall be bound by the non-competition covenants during the Term set forth in Section 21.1 of the Franchise Agreement. In lieu of the post term covenant not to compete covenants set forth in Section 21.2 of the Franchise Agreement, which shall not apply to Franchisee, and in recognition of the difficulty of determining actual damages suffered by Franchisor in the event of termination of the Franchise Agreement regardless of the cause, Franchisee agrees to pay Franchisor immediately upon such termination, as liquidated damages, an amount equivalent to six months of Royalty Fees. This amount will be calculated by multiplying the average of your Gross Sales reported weekly for the six month period before termination by 5%. Franchisee and Franchisor agree that this amount is a reasonable estimate of damages sustained by Franchisor by the termination and is not a penalty. Franchisee expressly acknowledges that Franchisee shall be bound by all other post-term provisions of the Franchise Agreement.

13. **Franchisee's Supplemental Representations and Warranties.**

Franchisee represents and warrants to Franchisor that:

(a) Franchisee is the sole owner and operator of the Existing Business and no other person, firm or entity has any right, title or interest in, or option to acquire an interest in, the Existing Business:

(b) The Existing Business currently does business, and will continue to do business until the Conversion Date, under the trade name "_____"; the Existing Business has not been mortgaged, pledged or otherwise assigned, and there are no judgments, liens, executions or proceedings pending which may adversely impact Franchisee's interest in the Existing Business:

(c) The information Franchisee submitted and the representations Franchisee has made to Franchisor as an inducement for Franchisor to enter into the Franchise Agreement and this Conversion Addendum were accurate and true at the time they were made and shall be accurate and true when the Franchise Agreement and this Conversion Addendum are executed:

(d) By virtue of the terms and conditions of the Franchise Agreement and this Conversion Addendum, the manner and operation of the SOCCER POST Franchise must at all times be in strict compliance with the System, the Operations Manual and the Brand Standards and Franchisee's ability to directly or indirectly engage in any other business

which offers or sells products or services which comprise or may in the future comprise a part of the Franchise System is expressly prohibited; and

(e) This Conversion Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and to the extent the terms of the Franchise Agreement and this Conversion Addendum conflict, the terms of this Conversion Addendum shall be controlling. Except as modified or supplemented by this Conversion Addendum, the terms of the Franchise Agreement are hereby ratified, confirmed and continue in full force and effect.

In witness whereof, and intending to be legally bound hereby, the parties have caused this Conversion Addendum to be executed effective as of the Effective Date of the Franchise Agreement.

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

EXHIBIT C

STATE SPECIFIC ADDENDA

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR CALIFORNIA FRANCHISEES

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq., this Addendum amends and supplements the Franchise Disclosure Document for use in the State of California as follows:

The registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

1. 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.

2. OUR WEBSITE (WWW. SOCCERPOST.COM) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

3. The following is added to the disclosure in Item 2: Neither franchisor nor any person listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling this or these persons from membership in such association or exchange.

4. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with California law, California law controls.

5. 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.).

6. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be fully enforceable under California law.

7. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

8. The franchise agreement requires application of the laws of New Jersey, but the California franchise laws may prevail in some instances. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California laws. This provision may not be enforceable under California law.

9. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment

Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

10. Section 31125 of the California Corporations Code requires the franchisor to give the franchisee a disclosure document in a form and containing such information as the Commissioner may by rule or order require before a solicitation of a proposed modification of an existing franchise.

11. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.

12. 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 of competitive brands that we control.

13. Item 6 under Interest and Late Charges is amended to include the following: "Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either: (a) 10% annually; or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher."

14. The California Corporations Code, Section 31125 requires us to give you a disclosure document approved by the Department of Financial Protection and Innovation prior to a solicitation of a proposed material modification of an existing franchise.

15. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. Note: maximum price agreements are not per se violations of the Sherman Act.

16. Each provision of these Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law, with respect to each such provision, are met independent of the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR ILLINOIS FRANCHISEES

In recognition of the requirements of the Illinois Franchise Disclosure Act, this Addendum amends and supplements the Franchise Disclosure Document for use in the State of Illinois as follows:

1. Illinois law governs the Franchise Agreement.

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. Franchisees' rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Each provision of these Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

AMENDMENT TO FRANCHISE AGREEMENT
FOR ILLINOIS FRANCHISEES

In recognition of the requirements of the Illinois Franchise Disclosure Act (815 ILCS 705 §§ 1 - 44) and the Rules promulgated thereunder (4 Ill Admin Code §§ 200.100-901), the parties to the attached Franchise Agreement agree as follows:

1. Illinois law governs the Franchise Agreement.

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. Franchisees' rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this Amendment.

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR INDIANA FRANCHISEES

In recognition of the requirements of the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act, this Addendum amends and supplements the Franchise Disclosure Document for use in the State of Indiana as follows:

Notwithstanding anything to the contrary set forth in the disclosure document, the following provisions shall apply to all franchises offered and sold in the State of Indiana:

1. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall apply to the franchise agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the disclosure document and franchise agreement are amended by the deletion of all references to liquidated damages and termination penalties.

3. No release language set forth in the disclosure document or franchise agreement, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. To the extent required by the franchise laws of the State of Indiana, the franchise agreement will be construed in accordance with the franchise laws of the State of Indiana.

5. The provisions of the franchise agreement pertaining to litigation jurisdiction and venue shall be amended to be within the scope of the requirements of the Indiana Franchise laws.

6. Each provision of these Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act, with respect to each such provision, are met independent of the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

AMENDMENT TO FRANCHISE AGREEMENT
FOR INDIANA FRANCHISEES

In recognition of the requirements of the Indiana Franchise Acts, Ind. Code §§ 23-2-2.5 and 23-2-2.7, the parties to the attached Franchise Agreement agree as follows:

1. The "Indiana Franchise Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Any provision of the Agreement which would have any of the following effects is hereby deleted:

(a) Requiring goods, supplies, inventories, or services to be purchased exclusively from the Franchisor or sources designated by the Franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the Franchisor. However, the publication by the Franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the Franchisor does not constitute designation of a source nor does a reasonable right of the Franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the Franchisor.

(b) Allowing the Franchisor to establish a Franchisor-owned outlet engaged in a substantially identical business to that of the Franchisee within the exclusive territory granted the Franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the Franchisor to compete unfairly with the Franchisee within a reasonable area.

(c) Allowing substantial modification of the franchise agreement by the Franchisor without the consent in writing of the Franchisee.

(d) Allowing the Franchisor to obtain money, goods, services, or any other benefit from any other person with whom the Franchisee does business, on account of, or in relation to, the transaction between the Franchisee and the other person, other than for compensation for services rendered by the Franchisor, unless the benefit is promptly accounted for, and transmitted to the Franchisee.

(e) Requiring the Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the Franchisee and the Franchisor to be referred to any person, if referral would be binding on the Franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(f) Allowing for an increase in prices of goods provided by the Franchisor which the Franchisee had ordered for private retail consumers prior to the Franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer

shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(g) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(h) Permitting the Franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the Franchisee meets certain conditions specified in the agreement.

(i) Requiring a Franchisee to covenant not to compete with the Franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(j) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(k) Requiring the Franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the Franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the Franchisee may be required to pay.

3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Acts are met independently, without reference to this Amendment.

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR MARYLAND FRANCHISEES

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. §§ 14-201 to 14-233, the Franchise Disclosure Document for use in the State of Maryland shall be amended to include the following:

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. The general release in the franchise agreement required as a condition of renewal, sale or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. No provision in this Agreement shall act to reduce the three year statute of limitations afforded to you for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Your claims are limited under the Franchise Agreement. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.

4. 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).

5. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

AMENDMENT TO FRANCHISE AGREEMENT
FOR MARYLAND FRANCHISEES

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. §§ 14-201 to 14-233, the parties to the attached Franchise Agreement agree as follows:

1. Notwithstanding anything different in the Franchise Agreement, a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Notwithstanding anything different in the Franchise Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

3. Notwithstanding anything different in the Franchise Agreement, the following language is incorporated in the Franchise Agreement:

> 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 Act.
>
> Any General Release required as a condition of renewal, sale or transfer does not apply to any liability under Maryland Franchise and Disclosure Law pursuant to COMAR 02.02.08.16L.

4. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq).

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently, without reference to this Amendment.

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR MINNESOTA FRANCHISEES

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, this Addendum amends and supplements the Franchise Disclosure Document for use in the State of Minnesota as follows;

Notwithstanding anything to the contrary set forth in the disclosure document, the following provisions shall apply to all franchises offered and sold in the State of Minnesota:

1. Under Minnesota law and except in certain specified cases, we must give you 90 days' notice of termination with 60 days to cure. We also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

2. To the extent that any condition, stipulation or provision contained in the Franchise Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises law, such condition, stipulation or provision may be void and unenforceable under the nonwaiver provision of the Minnesota Franchises Law.

3. Minn. Stat. §80C 21 and Minn. Rule 2860 4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Specifically, we cannot require you to consent to us obtaining injunctive relief; however, we may seek such relief through the court system.

4. Minn. Rule 2860 4400J prohibits us from requiring you to assent to a general release. To the extent that the Agreement requires you to sign a general release as a condition of renewal or transfer, the Franchise Agreement will be considered amended to the extent necessary to comply with Minnesota law.

5. Each provision of these Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Act, with respect to each such provision, are met independent of the Additional Disclosures. e Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

AMENDMENT TO FRANCHISE AGREEMENT
FOR MINNESOTA FRANCHISEES

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, the parties to the attached Franchise Agreement agree as follows:

1. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. No release language set forth in the Franchise Agreement will relieve the franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

4. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently, without reference to this Amendment.

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR NEW YORK FRANCHISEES

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Franchise Disclosure Document for use in the State of New York shall be amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

UNDER NEW YORK LAW, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU AT THE EARLIER OF (A) THE FIRST PERSONAL MEETING BETWEEN THE FRANCHISOR OR ITS AGENT AND THE PROSPECTIVE FRANCHISEE, (B) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE EXECUTION OF A BINDING FRANCHISE OR OTHER AGREEMENT, OR (C) AT LEAST TEN (10) DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF A FRANCHISE.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be 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, 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 to be added at the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner, during the 10 year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the US Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. The following is to be added at the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item I 7(c), titled "Requirements for franchisee to renew or extend" and Item 17(m), titled "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.

6. 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.

7. The following is added to the end of the "Summary" section of ITEM 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" section 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 franchisee by Article 33 of the General Business Law of the State of New York.

AMENDMENT TO FRANCHISE AGREEMENT
FOR NEW YORK FRANCHISEES

In recognition of the requirements of the New York General Business Law, Article 33, Section 680-695, and of the Codes, Rules and Regulations of the State of New York, Title 13, Chapter VII, Sections 200.1 through 200.16, the parties to the attached Franchise Agreement (the "Agreement") agree to amend the Agreement as follows:

1. Any provision in the Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680-695 may not be enforceable.

2. The following sentence is added to the end of Sections 3.2(h), 5.1, and 19.2(i) of the Agreement.:

> Any provision in this Agreement requiring Franchisee to sign a general release of claims against Franchisor does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695.

3. The following sentence is added to Section 19.9 of the Agreement:

> Franchisor will not assign its rights under this Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under this Agreement.

4. The following sentence is added to the end of Section 24.1 of the Agreement:

> Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York Franchise Law are met independently, without reference to this Amendment.

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR VIRGINIA FRANCHISEES

In recognition of the Virginia Retail Franchising Act, as amended in 2006, 21 VAC 5-110-65.A, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended to include the following:

1. 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 grounds for default or termination stated in the Franchise Agreement do 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.

2. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently, without reference to this Addendum.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR WASHINGTON FRANCHISEES

In recognition of the requirements of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, the Franchise Disclosure Document for use in the State of Washington shall be amended as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from: (i) soliciting or hiring any employee of a franchisee of the same franchisor; or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of

the Washington Franchise Investment Protection Act are met independently, without reference to this Addendum.

AMENDMENT TO FRANCHISE AGREEMENT
FOR WASHINGTON FRANCHISEES

In recognition of the requirements of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, the parties to the attached Franchise Agreement agree to amend the Franchise Agreement as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from: (i) soliciting or hiring any employee of a franchisee of the same franchisor or; (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

8. No acknowledgement set forth in the Franchise Agreement waives nay liability Franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100 and the rules adopted thereunder.

9. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently, without reference to this Amendment.

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

EXHIBIT D

FINANCIAL STATEMENTS

Elite Sports Enterprises, Inc.

Financial Statements

and Independent Auditor's Report

December 31, 2022

Elite Sports Enterprises, Inc.

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Independent Auditor's Report

To the Board of Directors
Elite Sports Enterprises, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Elite Sports Enterprises, Inc., which comprise the balance sheet as of December 31, 2022, and the related statements of income and retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Elite Sports Enterprises, Inc. as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Elite Sports Enterprises, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 Statements

Management is responsible for the preparation and fair presentation of the financial statements 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 statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Elite Sports Enterprises, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are 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 GAAS 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 the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, 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 statements.
- 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 Elite Sports Enterprises Inc.'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 statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Elite Sports Enterprises Inc.'s ability to continue as a going concern for a reasonable period of time.

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.

CohnReznick LLP

Holmdel, New Jersey
June 14, 2023

Elite Sports Enterprises, Inc.

Balance Sheet
December 31, 2022

Assets

Current assets	
Cash	$ 290,655
Accounts receivable	1,033,951
Prepaid expenses	22,048
Intercompany receivables	72,054
Total current assets	1,418,708
Total assets	$ 1,418,708

Liabilities and Shareholders' Equity

Current liabilities	
Accrued expenses	$ 4,181
Deferred revenue	99,964
Total current liabilities	104,145
Deferred revenue, net of current portion	607,395
Total liabilities	711,540
Commitments and contingencies	-
Shareholders' equity	
Common stock - no par value; 100 shares authorized, issued and outstanding	-
Retained earnings	707,168
Total shareholders' equity	707,168
Total liabilities and shareholders' erquity	$ 1,418,708

See Notes to Financial Statements.

Elite Sports Enterprises, Inc.

Statement of Income and Retained Earnings
Year Ended December 31, 2022

Revenue	$	2,057,948
Operating expenses		
Bank fees		3,439
General and administrative expenses		17,254
Management fees		366,047
Total operating expenses		386,740
Income before other expenses		1,671,208
Other (expenses)		
Income tax expense		(195,730)
Interest expense		(1,649)
Total other expenses		(197,379)
Net income		1,473,829
Retained earnings at beginning of year		1,284,077
Distributions		(2,050,738)
Retained earnings at end of year	$	707,168

See Notes to Financial Statements.

Elite Sports Enterprises, Inc.

Statement of Cash Flows
Year Ended December 31, 2022

Cash flows from operating activities	
Net income	$ 1,473,829
Change in operating assets and liabilities	
Accounts receivable	(875,660)
Intercompany receivables	(876,099)
Prepaid expenses	(22,048)
Accrued expenses	(115,708)
Deferred revenue	328,516
Net cash used in operating activities	(87,170)
Cash flows from financing activities	
Repayments of loan	(158,877)
Distributions	(1,187,693)
Net cash used in financing activities	(1,346,570)
Net decrease in cash	(1,433,740)
Cash - beginning of year	1,724,395
Cash - end of year	$ 290,655
Supplemental disclosure of cash flow data	
Interest paid	$ 1,649
Income taxes paid	$ 347,536
Supplemental disclosure of non-cash financing activities	
Non-cash distributions at acquisition	$ 863,045

See Notes to Financial Statements.

Note 1 - Summary of significant accounting policies

Description of company and business

Elite Sports Enterprises, Inc. (the "Company") is a New Jersey Corporation. The Company is a franchisor of soccer retail stores operating under the brand name of "Soccer Post" and provides business support services to franchisees across the United States including, but not limited to, a turn-key operation including store design, exceptional access to products, training for franchisee owners, managers and employees, and relationship support for the franchisee with its landlords, vendors, and service providers. During the year ended December 31, 2022, the Company was 100% acquired by Soccer Post Intermediate LLC effective June 30, 2022. There were no changes to the Company's operations as a result of this acquisition.

Accounting basis

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue recognition - franchise fees and royalty income

The Company sells individual franchises that grant the right to develop retail stores in designated locations. The franchise agreements typically require the franchisee to pay initial nonrefundable franchise fees prior to opening the respective store and continuing fees, or royalty income, on a weekly basis based upon a percentage of franchisee gross sales. The initial term of franchise agreement is typically 10 years, in which the Company provides support services to the franchisee over this term. Prior to the end of the franchise term, or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise agreement, and if approved, will typically pay a renewal fee upon execution of the renewal term.

Generally, associated with the Company's adoption of Accounting Standard Update 2021-02, *Franchisors – Revenue from Contracts with Customers*, the franchise license granted for each individual store within an arrangement represents a single performance obligation. Therefore, initial franchise fees for each arrangement are allocated to each individual store and recognized over the term of the respective franchise agreement from the date of the store opening with unrecognized fees classified as deferred revenue. If a franchise closes or changes ownership, the balance of the deferred franchise fee revenue will be recognized in that year. Royalty income is also recognized over the term of the respective franchise agreement based on the royalties earned each period as the underlying sales occur. Fees received or receivable that are expected to be recognized as revenue within one year are classified as current deferred revenue in the balance sheet.

Franchise fees earned during 2022 was $126,684. Royalty income earned during 2022 was $1,931,264. Accounts receivable as of January 1, 2022 was $217,291, which included intercompany receivables of $173,041. Deferred revenue as of January 1, 2022 was $378,843, which included current deferred revenue of $74,356.

Cash

For purposes of reporting cash flows, the Company considers all highly-liquid debt instruments with a maturity of three months or less at the time of purchase to be cash equivalents.

Accounts receivable
The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. Management reviews accounts regularly and if amounts are considered uncollectible, they are charged to operations.

Income taxes
The Company is taxed as a C - corporation through acquisition date of June 30, 2022 ("Acquisition Date"). Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due, plus deferred taxes related primarily to differences between the bases of certain assets and liabilities for financial and tax reporting.

The deferred taxes represent the future tax returns' consequences of those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled.

From Acquisition Date, the Company has adopted FASB ASC 740-10-30-27A, *Income Taxes*, and has elected to report all tax within the parent entity, Soccer Post Intermediate LLC which is allowable since Soccer Post Intermediate LLC has elected to be taxed as a C – Corporation which is filing a consolidated tax return of the Company and its affiliated entities.

Uncertain tax positions
The Company has adopted FASB ASC 740-10-25, *Accounting for Uncertainty in Income Taxes*. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company's evaluation at December 31, 2022 revealed no uncertain tax positions that would have a material impact on the financial statements. The 2019 through 2022 tax years remain subject to examination by the IRS and State of New Jersey. The Company does not believe that any reasonably possible changes will occur within the next 12 months that will have a material impact on the financial statements.

Deferred income
The Company requires a deposit at the time a franchise agreement is executed. Deposits are recorded as deferred revenue until such time that it has completed its obligations to the franchisee under the terms of the agreement.

Subsequent events
The Company has evaluated subsequent events through June 14, 2023, the date the financial statements were available to be issued.

Note 2 - Related party transactions

The Company received royalty income from entities under common ownership of $1,407,034. The Company also received franchise fee income from entities under common ownership of $61,880. Receivables from related parties as of December 31, 2022, were $774,770 and are included in accounts receivable on the balance sheet. Three related parties accounted for approximately 71% of total revenues at December 31, 2022. The same parties account for 75% of accounts receivable at December 31, 2022.

A company under common ownership of Elite Sports Enterprises, Inc. provides administrative support on behalf of the Company. In connection with this service, the Company paid related party management fees in the amount of $366,047 for the year ended December 31, 2022.

Note 3 - Concentration of credit risk arising from cash in excess of insured limits

The Company maintains cash balances at a single bank. Cash accounts at the bank are insured by the FDIC for up to $250,000. From time to time, cash deposits at the bank exceed federally insured limits.

Note 4 - Economic injury disaster loan

In June 2020, the Company received an Economic Injury Disaster Loan ("EIDL") for the United States Small Business Administration ("SBA"). The loan bears interest at 3.75% and is payable in monthly installments of $731 beginning in December 2022. The interest on this loan was deferred until December 2022. Interest expense had been accrued from 2020. During the year ended December 31, 2022, the loan and accrued interest were repaid in full.

Note 5 - Litigation

The Company, from time to time, may be involved with lawsuits arising in the ordinary course of business. In the opinion of management, any liability resulting from such litigation would not be material in relation to the Company's financial position and/or results of operations.

Note 6 - Contingencies

Corporate guarantee
As of the Acquisition Date, Soccer Post Acquisition LLC entered into a Credit Agreement in which the Company, along with its affiliated entities, entered into an agreement to provide a corporate guarantee to a provider of loans of the parent entity with a maturity date in 2027 with potential drawdowns up to $45,000,000. The Credit Agreement holds the Company, along with its affiliated entities, jointly and severally liable for the respective obligations associated with the related party obligations. The respective obligations of the related parties are approximately $42,662,000 as of December 31, 2022. If the related parties do not honor their obligations under the Credit Agreement, the financial institution may collect the entire obligation from the Company. The Company could then attempt to hold the related parties liable for damages resulting from the breach of performance.

Note 7 - Income taxes

Prior to the Company being acquired, the Company was taxed as a Corporation. The current period, while being taxed as a corporation, tax provision for the period of January 1, 2022 through June 30, 2022 was approximately $196,000.

From Acquisition Date, all tax expense is recorded within the parent entity, Soccer Post Intermediate LLC, in accordance with FASB ASC 740-10-30-27A, *Income Taxes*, and as such there is no tax expense for the period of July 1, 2022 through December 31, 2022.

A full valuation allowance has been recorded on the deferred tax asset related to deferred revenue up until the Acquisition Date, as the tax benefit is fully allocated to the previous owner of the Company and not Elite Sports Enterprises, Inc.

ELITE SPORTS ENTERPRISES, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2021, 2020 AND 2019

ELITE SPORTS ENTERPRISES, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2021, 2020 AND 2019

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d.f. o'brien & co.
accountants & advisors

124 little falls road, unit c-2, fairfield, nj 07004 ● (862) 505-1040

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Elite Sports Enterprises, Inc.
Eatontown, New Jersey

Opinion

We have audited the accompanying financial statements of Elite Sports Enterprises, Inc. which comprise the balance sheets as of December 31, 2021, 2020 and 2019, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Elite Sports Enterprises, Inc.as of December 31, 2021, 2020 and 2019, and the results of their operations and their cash flows for the years then ended 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 Statements section of our report. We are required to be independent of Elite Sports Enterprises, Inc. 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.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements 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 statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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 statements, 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 statements.
- 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 Elite Sports Enterprises, Inc.'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 statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Elite Sports Enterprises, Inc.'s ability to continue as a going concern for a reasonable period of time.

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.

CERTIFIED PUBLIC ACCOUNTANTS

Fairfield, New Jersey
June 14, 2023

ELITE SPORTS ENTERPRISES, INC.
BALANCE SHEETS
DECEMBER 31,

ASSETS

	2021	2020	2019
Current Assets			
Cash	$ 1,724,395	$ 1,099,675	$ 710,844
Accounts Receivable - Franchise Fees	44,250	14,500	14,500
Accounts Receivable - Royalties	114,041	36,591	26,348
Accounts Receivable - Royalties from Related Parties	59,000		
Prepaid taxes	-	14,943	-
Total Current Assets	1,941,686	1,165,709	751,692
Total Assets	$ 1,941,686	$ 1,165,709	$ 751,692

LIABILITIES AND SHAREHOLDERS' EQUITY

Current Liabilities			
Accounts Payable	$ -	$ 9,645	$ 9,645
Accrued Expenses and Taxes	119,888		61,796
Deferred Interest	1,649		
Deferred Franchise Fees	74,356	64,687	46,495
Total Current Liabilities	195,893	74,332	117,936
Long-term Liabilities			
Deferred Interest	7,228	3,812	-
Deferred Franchise fees	304,487	134,677	199,364
Loan payable	150,000	150,000	-
Total Long-term Liabilities	461,715	288,489	199,364
Total Liabilities	657,608	362,821	317,300
Commitments and Contingencies			
Shareholders' Equity			
Common Stock - at cost, no par value; 100 shares authorized, issued and outstanding	-	-	-
Retained earnings	1,284,078	802,888	434,392
Total Shareholders' Equity	1,284,078	802,888	434,392
Total Liabilities and Shareholders' Equity	$ 1,941,686	$ 1,165,709	$ 751,692

See independent auditors' report and notes to financial statements.

ELITE SPORTS ENTERPRISES, INC.

STATEMENTS OF INCOME AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31,

	2021	2020	2019
Franchise Revenue	$ 81,521	$ 75,995	$ 46,003
Royalty Revenue	654,878	356,047	556,581
Royalty Revenue from Related Parties	774,502	962,550	722,355
	1,510,901	1,394,592	1,324,939
Operating Expenses			
Occupancy and administrative support	450,000	900,000	850,000
Professional fees	11,592	10,100	10,000
Licenses and registration	756	576	1,146
General & administrative expenses	6,120	9,638	438
Total Operating Expenses	468,468	920,314	861,584
Income before other income and expense	1,042,433	474,278	463,355
Other Income and Expense			
Miscellaneous Income	-	-	-
Legal settlement	(9,675)	-	
Corporation expense	(299,330)	-	
Income tax expense	(247,173)	(102,970)	(117,321)
Interest expense	(5,065)	(2,812)	(174)
Total Other income and expense	(561,243)	(105,782)	(117,495)
Net Income	481,190	368,496	345,860
Retained earnings at beginning of year	802,888	434,392	88,532
Retained earnings at end of year	$ 1,284,078	$ 802,888	$ 434,392

See independent auditors' report and notes to financial statements.

ELITE SPORTS ENTERPRISES, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31,

	2021	2020	2019
Cash Flows From Operating Activities			
Net income	$ 481,190	$ 368,496	$ 345,860
Adjustments to reconcile net income to net cash provided by operating activities:			
(Increase) decrease in:			
Accounts receivable	(166,200)	(10,243)	(34,407)
Prepaid taxes	14,943	(14,943)	-
Increase (decrease) in:			
Accounts payable	(9,645)		10,000
Accrued expenses and taxes payable	119,889	(61,796)	44,311
Deferred Interest	5,064	3,812	
Deferred Franchise fees	179,479	(46,495)	(31,383)
Net Cash Provided by Operating Activities	624,720	238,831	334,381
Cash Flows From Financing Activities			
Proceeds from loan payable	-	150,000	-
Net Cash (Used) In Financing Activities	-	150,000	-
Net Increase in Cash	624,720	388,831	334,381
Cash - beginning of year	1,099,675	710,844	376,463
Cash - end of year	$ 1,724,395	$ 1,099,675	$ 710,844

See independent auditors' report and notes to financial statements.

ELITE SPORTS ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Company and Business

Elite Sports Enterprises, Inc. (the "Company") is a New Jersey Corporation. The Company is a franchisor operating under the brand names "Soccer Post" and "Upper 90" and provides business support services to franchisees including, but not limited to, a turn-key operation including store design, exceptional access to products, training for franchisee owners, managers and employees, and relationship support for the franchisee with its landlords, vendors, and service providers.

Accounting Basis

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were assumed in preparing the financial statements.

Revenue Recognition and Change in Accounting Policy

Continuing franchise fees are earned based on a percentage of the gross receipts of each individual franchisee, including fees from franchises owned by a related entity and remitted to the Company pursuant to a management agreement.

The Company implemented ASU 2014-09, Revenue from Customers (Topic 606) on January 1, 2019. The financial statements presented reflect implementing ASU 2014-09, where franchisee fees are recognized over 5 years, with 20 percent of franchisee fees recognized in the year of receipt and the balance deferred. In each subsequent year, 20 percent of the original amount paid will be recognized until all amounts have been recognized. If a franchise closes or changes ownership, the balance of the deferred franchise fee revenue will be recognized in that year.

Prior Period adjustment for Change in Accounting Policy

If ASU 2014-09 had been implemented earlier, reported cumulative revenue and net income in prior years would have been $273,582 lower. Since these revenue amounts were recognized prior to 2019, the opening retained earning balance on January 1, 2019 has been reduced by $273,582.

Accounts Receivable

The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. Management reviews accounts regularly and if amounts are considered uncollectible, they are charged to operations.

Income Taxes

The Company is taxed as a regular corporation. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due, plus deferred taxes related primarily to differences between the bases of certain assets and liabilities for financial and tax reporting.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The deferred taxes represent the future tax returns' consequences of those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled.

The Company had no items that required adjustments for deferred income taxes at December 31, 2021, 2020 or 2019.

Uncertain Tax Positions

The Company has adopted FASB ASC 740-10-25, Accounting for Uncertainty in Income Taxes. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company's evaluation at December 31, 2021 revealed no uncertain tax positions that would have a material impact on the financial statements. The 2018 through 2021 tax years remain subject to examination by the IRS and State of New Jersey. The Company does not believe that any reasonably possible changes will occur within the next twelve months that will have a material impact on the financial statements.

Deferred Income

The Company requires a deposit at the time a franchise agreement is executed. Deposits are recorded as deferred revenue until such time that it has completed its obligations to the franchisee under the terms of the agreement.

Subsequent Events

The Company has evaluated subsequent events through June 14, 2023, the date the financial statements were available to be issued.

2. RELATED PARTY TRANSACTIONS

The Company received royalty income from entities under common ownership of $774,502, $962,550, and $722,355 in 2021, 2020 and 2019, respectively.

A company under common ownership of Elite Sports Enterprises, Inc. provides occupancy and administrative support on behalf of the Company. In connection with this service, the Company paid related party fees in the amount of $450,000, $900,000, and $850,000 in 2021, 2020 and 2019, respectively.

3. CONCENTRATION OF CREDIT RISK ARISING FROM CASH IN EXCESS OF INSURED LIMITS

The Company maintains cash balances at a single bank. Cash accounts at the bank are insured by the FDIC for up to $250,000. From time to time, cash deposits at the bank exceed federally insured limits.

4. ECONOMIC INJURY DISASTER LOAN

In June 2020, the Company received an Economic Injury Disaster Loan ("EIDL") for the United States Small Business Administration ("SBA"). The loan bears interest at 3.75% and is payable in monthly installments of $731 beginning in December 2022. The interest on this loan is deferred until December 2022. Interest expense has been accrued for 2020 and 2021 with the Deferred interested included as a liability. The loan was paid in May 2022.

THE FOLLOWING FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PERSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

Elite Sports Enterprises, Inc

Unaudited Balance Sheet
As of March 31, 2023

Assets

Current assets	
Cash	$ 40,979
Accounts receivable	700,105
Prepaid expenses	11,024
Intercompany receivables	672,054
Total current assets	1,424,162
Total assets	$ 1,424,162

Liabilities and Shareholders' Equity

Current liabilities	
Accrued expenses	$ 3,800
Deferred revenue	105,864
Total current liabilities	109,664
Deferred revenue, net of current portion	664,506
Total liabilities	774,170
Commitments and contingencies	
Shareholders' equity	
Common stock - no par value; 100 shares authorized, issued and outstanding	
Retained earnings	649,992
Total shareholders' equity	649,992
Total liabilities and shareholders' equity	$ 1,424,162

Elite Sports Enterprises, Inc

Unaudited Statement of Income and Retained Earnings
Quarter Ending March 31, 2023

Revenue	$	777,544
Operating expenses		
Bank fees		3,542
General and administrative expenses		16,274
Management fees		75,000
Total operating expenses		94,816
Income before other expenses		682,728
Other (expenses)		
Total other expenses		
Net income		682,728
Retained earnings at beginning of year		707,168
Distributions		(739,904)
Retained earnings at end of year	$	649,992

Elite Sports Enterprises, Inc

Unaudited Statement of Income and Retained Earnings
Quarter Ending March 31, 2023

Cash flows from operating activities		
Net income	$	682,728
Change in operating assets and liabilities		
Accounts receivable		333,846
Intercompany receivables		(600,000)
Prepaid expenses		11,024
Accrued expenses		(381)
Deferred revenue		63,011
Net cash used in operating activities		(192,500)
Cash flows from financing activities		
Distributions		(739,904)
Net cash used in financing activities		(739,904)
Net decrease in cash		(249,676)
Cash - beginning of year		290,655
Cash - end of year	$	40,979

EXHIBIT E

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

CALIFORNIA

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
Telephone: (213) 576-7500
(866) 275-2677
Website: www.dfpi.ca.gov
Email: Ask.DFPI@dfpi.ca.gov

HAWAII

Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
Telephone: (808) 586-2722

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
Telephone: (217) 782-4436

INDIANA

Indiana Securities Divisions
Indiana Secretary of State
Franchise Section
302 West Washington Street, Rm E-111
Indianapolis, Indiana 46204
Telephone: (317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 Saint Paul Place, 20th Floor
Baltimore, Maryland 21202-2020
Telephone: (410) 576-6360

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
Attention: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
Telephone: (517) 335-7117

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
Telephone: (651) 539-1600

NEW YORK

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
Telephone: (212) 416-6042

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, 5th Floor
Bismarck, North Dakota 58505-0510
Telephone: (701) 328-4712

RHODE ISLAND

Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John Pastore Complex, Bldg. 69-1
Cranston, Rhode Island 02920
Telephone: (401) 462-9527

SOUTH DAKOTA

Division of Insurance - Securities Regulation
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
Telephone: (605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219-3630
Telephone: (804) 371-9051

WASHINGTON

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
Telephone: (360) 902-8760

WISCONSIN

Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
Telephone: (608) 261-3431

EXHIBIT F

LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Commissioner of Department of Financial Protection and Innovation
State of California
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
Telephone: (213) 576-7500
(866) 275-2677
Website: www.dfpi.ca.gov
Email: Ask.DFPI@dfpi.ca.gov

HAWAII

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
Telephone: (808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
Telephone: (217) 782-1090

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
Telephone: (317) 232-6681

MARYLAND

Maryland Securities Commissioner
200 Saint Paul Place
Baltimore, Maryland 21202-2020
Telephone: (410) 576-6360

MICHIGAN

Michigan Attorney General
Consumer Protection Division
Attention: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
Telephone: (517) 335-7567

MINNESOTA

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
Telephone: (651) 539-1638

NEW YORK

Secretary of State
New York Department of State
99 Washington Avenue
Albany, New York 12231
Telephone: (518) 473-2492

NORTH DAKOTA

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, 5th Floor
Bismarck, North Dakota 58505-0510
Telephone: (701) 328-4712

RHODE ISLAND

Director, Department of Business Regulation
Division of Insurance – Securities Regulation; 1511 Pontiac Avenue
John Pastore Complex, Bldg. 69-1
Cranston, Rhode Island 02920
Telephone: (401) 462-9527

SOUTH DAKOTA

South Dakota Division of Insurance
Securities Regulation
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
Telephone: (605) 773-3563

VIRGINIA

Clerk, State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219-3630
Telephone: (804) 371-9672

WASHINGTON

Director, Department of Financial
Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501
Telephone: (360) 902-8760

WISCONSIN

Wisconsin Commissioner of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
Telephone: (608) 266-3431

ALL OTHER STATES

Sarah Jett
Elite Sports Enterprises, Inc.
303 Highway 35
Eatontown, NJ 07724

EXHIBIT G

LIST OF FRANCHISEES

LIST OF FRANCHISEES

WITH FRANCHISE OUTLETS OPEN AS OF DECEMBER 31, 2022

City	St	Last Name	First Name	Address	Zip	Phone
Birmingham	AL	Houghton	Alexandra	5291 Valleydale Rd Unit 137	35242	205-441-0775
Little Rock	AR	Kassissieh	Raouf	12911 Cantrell Road, Suite 8	72223	501-680-0094
Arrowhead	AZ	Ornella	Luis	7439 W Bell Rd	85382	323-428-9158
Alameda	CA	Matson	Tom & Tracy	2203 South Shore Center	94501	510-523-5700
Lafayette	CA	Matson	Tom & Tracy	3618 Mt. Diablo Blvd	94549	925-299-8800
Canton	GA	Spector	Marc	6175 Hickory Flat Hwy Suite 170	30115	770 213-7389
Freeport	ME	Adams	Tim	200 Lower Main Street, Suite 250	04032	207-776-8600
Cary	NC	Hall	Jennifer	2344 Walnut St	27518	919-624-3015
Cherry Hill	NJ	Kessler	Margery	1479 Brace Rd	08034	516-384-8739
Franklin Lakes	NJ	Edge	Mark	818 Franklin Avenue	07417	201-847-2500
Kearny	NJ	Mara	Michael	274 Kearny Ave	07032	201-424-7184
Medina	OH	Elliott	Dave	3705 Pearl Rd	44256	330.317.6860
Medford	OR	Rose	Cheryl	1550 Biddle Rd	97504	541-973-2239
Whitehall	PA	Gier	Josh	1050 Schadt Ave	18052	302-362-8133
Keller	TX	Prazak	Kerry	790 Main St Suite 413	76413	682-593-7777
Clearfield	UT	Hall	Brian	772 E 700 S	84095	801-592-1800
Pleasant Grove	UT	Hall	Brian	985 W State St #100	84095	801-592-1800
South Jordan	UT	Hall	Brian	10400 South Redwood Road	84095	801-592-1800
Arlington	VA	Ormasa	John	6019 Wilson Blvd	22205	703-533-1667
Glen Allen	VA	Martin	Shawn	1073 Virginia Center Pkwy #115	23059	804-763-4625
Midlothian	VA	Martin	Shawn	4838 Commonwealth Centre Parkway	23112	804-763-4625
Roanoke	VA	Beamer	Danny	536 McClanahan Street SW	24014	540-344-9336
Woodinville	WA	Rose	Cheryl	17313 140th Ave NE	98072	541-973-2239

FRANCHISE AGREEMENTS SIGNED, BUT OUTLETS NOT OPEN

AS OF DECEMBER 31, 2022

City	St	Last Name	First Name	Address	Zip	Phone
Chula Vista	CA	Enge	Brian James	748 Otay Road	91910	619-349-2238

EXHIBIT H

GENERAL RELEASE

GENERAL RELEASE

This GENERAL RELEASE (the "Agreement") is entered into as of _____, 20_____ (the "Effective Date") between **Elite Sports Enterprises, Inc.**, a New Jersey corporation ("Franchisor") and _____ (a corporation, limited liability company, partnership or individual), whose principal address is _____ and its Owners (collectively referred to as the "Franchisee").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee agree as follows:

1. General Release. Franchisee, for itself and for its heirs, executors, administrators and assigns, does hereby release and forever discharge Franchisor and all of its shareholders, directors, officers, employees, and agents, and their successors, heirs, executors, administrators and assigns, along with any affiliates or subsidiaries (collectively, the "Released Parties") of and from any and all known or unknown claims that have been made, could have been made or might hereafter be made, against the Released Parties, or that arise out of, are related to, or are in any manner connected to the Franchise Agreement, as well as from any and all known or unknown claims, demands, causes of action, suits and/or liabilities whatsoever, both at law and in equity, that Franchisee ever had, now have or that it or its heirs, executors, administrators or assigns hereafter can, shall or may have against the Released Parties, or any one of them, jointly or severally, for or by reason of any matter, cause or thing whatsoever, from any time prior to the Effective Date of this Agreement, the intention of this provision being to release completely, absolutely, and finally the Released Parties from all liabilities arising from any matter or thing arising out of, relating to or pertaining to the Franchise Agreement.

2. Survival of Rights. All rights and obligations created under this Agreement, including, without limitation, the releases contained in it, will survive the execution of this Agreement, as well as the execution of any other agreements that may be entered into between or among Franchisor or Franchisee.

3. Authority to Execute. Each person executing this Agreement on behalf of any of the parties to it represents and warrants that he or she has the authority to execute this Agreement, and that all necessary action for the execution of this Agreement has been taken. By signing below, each person and entity included as a part of "Franchisee" is signing not only on behalf of himself or herself but also as an authorized representative of any and all entities included within the definition of "Franchisee."

4. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the parties to this Agreement. The release herein of claims against the Released Parties is binding upon the principals, agents, representatives, successors and assigns of Franchisee, and will also inure to the benefit of all other persons, firms, corporations, agents, or principals against whom the claims released in this Agreement might be asserted.

5. Applicable Law, Jurisdiction and Venue. This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of New Jersey without reference to its conflicts of laws principles. Franchisee agrees that any legal action arising out of, relating to, or in any way connected with this Agreement shall be brought in the appropriate state court in Monmouth County in the state of New Jersey or the United States District Court for the District of New Jersey. Franchisee hereby irrevocably submits to the jurisdiction of those courts to the exclusion of any others and waives any objections to the jurisdiction or to the venue of those courts.

6. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which, when signed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement and all other documents related to this Agreement may be executed with full legal force and effect by manual or electronic signatures. Either party may rely on the receipt of a document executed or delivered electronically, as if an original had been received.

7. IF THE OUTLET YOU OPERATE UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE RELEASED PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE RELEASED PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS

MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

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

[SIGNATURE PAGE FOLLOWS]

FRANCHISEE:
(If you are a corporation, limited liability company or partnership)

_____
Entity Name

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

FRANCHISEE:
(If you are an individual and not an entity)

_____
Signature

_____
Printed Name

Dated: _____

FRANCHISEE OWNERS:

_____
Signature

_____
Printed Name

Dated: _____

_____
Signature

_____
Printed Name

Dated: _____

ACCEPTED by FRANCHISOR:
Elite Sports Enterprises, Inc.,
a New Jersey corporation

By: _____
Signature

_____
Printed Name

_____
Title

Dated: _____

EXHIBIT I

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states have franchise laws that require that a 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	Pending
Hawaii	Not Applicable
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Not Applicable
Minnesota	Pending
New York	Pending
North Dakota	Not Applicable
Rhode Island	Not Applicable
South Dakota	Not Applicable
Virginia	Pending
Washington	Pending
Wisconsin	Not Applicable

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 J

RECEIPT

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 Elite Sports Enterprises, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our first personal meeting or 14 calendar days before you sign an agreement with or make a payment to us or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Elite Sports Enterprises, Inc. 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 applicable state agency listed in Exhibit E.

The issuance date of this disclosure document is June 14, 2023.

Our franchise sellers for this offering are: Blake Sonnek-Schmelz and Sarah Jett, 303 Highway 35, Eatontown, NJ 07724, (732) 233-2032, or is listed here: _____.

See Exhibit F for our registered agents authorized to receive service of process.

I received a disclosure document dated June 14, 2023 that included the following Exhibits: Franchise Agreement (Exhibit A); Conversion Location Addendum (Exhibit B); State Specific Addenda (Exhibit C); Financial Statements (Exhibit D); List of State Administrators (Exhibit E); List of Agents for Service of Process (Exhibit F); List of Franchisees (Exhibit G); General Release (Exhibit H); State Effective Dates (Exhibit I); and Receipts (Exhibit J).

FRANCHISEE (As representative for an entity)	**FRANCHISEE (For an individual)**
Date Received:_____	Date Received:_____
Entity Name:_____	Signed:_____
State of Incorporation:_____	Print Name:_____
Signed:_____	State of Residency:_____
Print Name:_____	
Title:_____	

Copy to be retained by prospective Franchisee

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 Elite Sports Enterprises, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our first personal meeting or 14 calendar days before you sign an agreement with or make a payment to us or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Elite Sports Enterprises, Inc. 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 applicable state agency listed in Exhibit E.

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Our franchise sellers for this offering are: Blake Sonnek-Schmelz and Sarah Jett, 303 Highway 35, Eatontown, NJ 07724, (732) 233-2032, or is listed here: _____.

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FRANCHISEE (As representative for an entity)	**FRANCHISEE (For an individual)**
Date Received:_____	Date Received:_____
Entity Name:_____	Signed:_____
State of Incorporation:_____	Print Name:_____
Signed:_____	State of Residency:_____
Print Name:_____	
Title:_____	

The signed and dated receipt may be mailed to Elite Sports Enterprises, Inc., 303 Highway 35 Eatontown, NJ 07724 or emailed in pdf format to franchise@soccerpost.com.