

i9 SPORTS CORPORATION

INFORMATION FOR PROSPECTIVE FRANCHISEES
REQUIRED BY FEDERAL TRADE COMMISSION



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TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

FEDERAL TRADE COMMISSION
WASHINGTON D.C. 20560



FRANCHISE OFFERING CIRCULAR

i9 SPORTS CORPORATION
1723 S. Kings Avenue
Brandon, Florida 33511
(813) 662-6773
www.i9sports.com

The franchise offered is for the operation of an i9 Sports® Franchise which utilizes our System, the Copyrights and Marks to operate, market, sell and provide to Adults or Youths (or both), corporate or amateur sports leagues, tournaments, clinics, sport or social activities, products and related services that we designate or approve. We offer two distinct franchise programs:

Single Unit: The initial franchise fee ranges from \$12,500 (or \$11,875 which includes a 5% VetFran Discount if you are a U.S. military veteran and qualify under the International Franchise Association's VetFran Program) to \$18,500 for a single unit franchise. The initial franchise fee may increase if you purchase products or services from or through us prior to the opening of your i9 Sports® Business. The estimated initial investment required ranges from \$39,500 to \$59,900. This sum does not include the cost to purchase or build the business location.

Area Developer: We also offer an Area Development program. An Area Developer will operate within a defined area. Under the terms of our Area Development Agreement, you will pay \$100,000 for the right to operate as an Area Developer. As an Area Developer you will be required to open one i9 Sports Business, and then will be required to provide on-going assistance to other franchisees located within your defined area. The estimated initial investment to operate as an Area Developer ranges from \$136,250 to \$169,900.

Risk Factors:

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE US ONLY IN HILLSBOROUGH COUNTY, FLORIDA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. SOME OF THE FINANCIAL STATEMENTS INCLUDED IN THIS OFFERING CIRCULAR MAY NOT HAVE BEEN AUDITED BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information comparing franchisors is available. Call the state administrators listed in Exhibit "L" or your public library for sources of information.

Registration of this franchise with a state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in the offering circular is untrue, contact the Federal Trade Commission and the appropriate state authority listed in Exhibit "L."

Effective Date: _____
FOR USE ONLY IN THE STATE OF CALIFORNIA

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RECEIPTS

R-1	Receipt for Franchise-Related Documents
R-2-1	Receipt for UFOC (Franchisor copy)
R-2-2	Receipt for UFOC (Franchisee copy)

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS OFFERING CIRCULAR. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN AN ADDENDUM OR RIDER.

ITEM 1
THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

The Franchisor is **i9 SPORTS CORPORATION**, referred to as “we,” “us,” or “our.” We do business under our corporate name and the names “**i9 SPORTS CORPORATION**” or “**i9 Sports®**.” “**You**” means a person who acquires a franchise from us. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also will apply to your owners. This offering circular will indicate when your owners also are covered by a particular provision.

We are a Florida corporation, incorporated on July 29, 2002. Our current principal business address is 1723 S. Kings Avenue, Brandon FL 33511. Our phone number is (813) 662-6773 and our website is www.i9sports.com. Our agent in this state for service of process is, if applicable, disclosed in Exhibit “J.” We conduct business under our corporate name and under the trade and service marks “**i9 Sports®**” and other associated logos, designs, symbols and trade dress (the “**Marks**”).

Our Franchise Program

We award franchises to qualified and capable candidates who want to operate businesses (each an “**i9 Sports® Franchise**” or collectively, “**i9 Sports® Franchises**”) which utilize our System, the Copyrights and Marks to operate, market, sell and provide to others who are “Adults” or “Youths” (or to both), amateur sport leagues, tournaments, sport clinics, social activities, products and services. The **i9 Sports® Franchises** create and supervise amateur sport leagues, tournaments, sporting-related camps, umpire/referee training, sporting clinics, sport-related training programs, sport or social activities and other related services that we may develop (as applicable, collectively, the “**Services**”), and market and sell to Adults or Youths (or both) products that we designate or approve, like uniforms, T-shirts, jackets, shorts, trophies, hats, caps, visors, sporting equipment, beverages and food, and other products we designate or approve from time to time (collectively, the “**Products**”). The **Products** and **Services** are generally offered in connection with sports leagues, tournaments, clinics, games, training and conditioning programs and other recreational leagues, sporting or social events and the like which we designate or approve (“**Events**”). **i9 Sports® Franchises** use our distinctive formats, methods, policies, procedures, league systems, standards, specifications, information, e-commerce systems, affiliation with public and private sector organizations, Computer System and Software, automated registration program and training and business relationships, all of which we may register, change, cancel, alter, amend, further improve, discontinue, develop or otherwise modify, from time to time (collectively, the “**System**”).

We award our **i9 Sports Franchise** to persons who qualify and who are prepared to operate it using our System, Marks, and Copyrights in a defined geographic area (the “**Network Area**”) under our Franchise Agreement. A copy of the Franchise Agreement is attached to this Offering Circular as Exhibit “B.” The **i9 Sports® Franchise** you are buying is referred to as your “**i9 Sports® Business**.”

We are also offering another program which we call our Area Developer program. If you meet our net worth, operational experience and other requirements, we may award you Area Developer Agreement (“**Area Developer Agreement**”) for the development and servicing of multiple **i9 Sports Businesses** located within a designated area. This program requires our Area Developer to open one of his own **i9 Sports Businesses**, but then is responsible for recruiting new franchisees within the designated area and for overseeing the daily activities of franchisees operating within the designated area. An Area Developer shares in our revenue streams. They receive 40% of all initial franchise fees and 60% of the on-going royalties that we collect. An Area Developer will not share in any other fees that are paid to us. An Area Developer must have a net worth of no less than \$500,000 in order to qualify for this program.

We have established and operate a technology-based system for administrative, customer account coordination, billing, revenue collection and commission payment services; and Product or Service ordering, billing and distribution, (collectively, the “**Billing System**”). The Billing System is a key component to your i9 Sports® Business’ operations. A critical part of the Billing System is the interactive i9sports.com website(s) and related webpages and links.

Although all i9 Sports® Franchises utilize the Billing System, i9 Sports® Franchises differ depending on the person (“**Customers**”) utilizing the Products or Services and the Events authorized for such Customers. Individuals below the age of 18 are referred to as “**Youth Customers**” and 18 or older are referred to as “**Adult Customers**”. Other than the amount of the initial franchise fee paid for the franchise, the manner in which the Network Area is defined, the type of Customers to whom you offer or sell Products or Services, and the number and type of sports authorized for the Customer’s Events (“**Authorized Sports**”), all other aspects of the types of i9 Sports® Franchise businesses are essentially the same. We offer Network Areas for either Adult Customers or Youth Customers.

You will enter into agreements with Customer where you will provide Products and Services. Customer registration, payment and coordination may take place via the Billing System and the i9sports.com website (or other websites we designate). The types of sports that you offer at Events and the type of Customers to whom you are authorized to provide Products and Service are listed in your Franchise Agreement.

The types of sports we currently authorize i9 Sports® Franchises to offer as Authorized Sports include: Baseball, Basketball, Billiards, Bowling, Dodgeball, Football, Golf, Hockey, Kickball, Lacrosse, Soccer, Softball, Stickball, Tennis, Volleyball, Aerobics (including step/low/high impact, cardio, kickboxing, pilates, and yoga), Bodybuilding, Boxing, Cheerleading, Darts, Extreme Sports (including Skateboarding, In-Line Roller Skating and BMX bicycling), Fishing, Martial Arts, Paintball, Rugby, Water Sports (including Canoeing, Kayaking, Jet Skiing, Scuba Diving, Snorkeling, Surfing, Swimming, and Water Skiing), Wiffleball®, Winter Sports (including Ice Skating, Skiing, Snowmobiling and Snowboarding), and Wrestling.

Most i9 Sports® Franchises begin by offering only 1 to 3 of these sports. We limit the number of Authorized Sports (and the types of Customers for those Authorized Sports) and the Products, Services or Events that you can offer based on the fees you pay to us. You may only offer the Products, Services and Events designated in you Franchise Agreement. We have the right to change, alter or amend the type or number of Authorized Sports or the types of Customers who you can offer to at Events at any time. You will recruit, train and develop, Event coordinators, umpires, referees, coaches, league officials, operations staff and other personnel needed to conduct the Events (“**Event Personnel**”). You will also establish training programs to teach Customers (or, if Youths, their parents or guardians) how to help you conduct and develop the Events and to work with Event Personnel (“**Customer Liaisons**”). You and the Customer (or their parent or guardian) agree on the fees paid to you for development or operation of an Event, the sale or distribution of the Products or performing, rendering or providing the Services.

We reserve the right to sell sporting goods and related items via our Website as “**On-Line Retail Products**.” We have the right to place some or all of the profits from the sale of On-Line Retail Products into a fund (the “**On-Line Revenues Fund**”) which we operate as a convenience for the System. We have the further right, on a periodic basis, to distribute some or all of the monies in the On-Line Revenues Fund to i9 Sports® Franchises that qualify to and who participate in our On-Line Revenues Distribution Program (“**OLRDP**”). We have the right, at any time, by giving you notice, to change alter or amend the rules and policies for the OLRDP or the Billing System. See Item 5, Initial Fees and Item 6, Other Fees for a description of Network Revenues.

Our Business

We have been offering franchises for i9 Sports® Franchises since the date of this Offering Circular. We do not engage in other business activities and have not offered franchises in other lines of business.

Our Predecessors and Affiliates

We have no Predecessors.

We have four Affiliates which are related to us through common ownership. Our affiliates are as follows:

Name	Abbreviation	Formation Date	Formation State	Address
Amateur Ballplayers Association, Inc.	Amateur	05/16/94	New York	105 E. Madison St. East Islip, NY 11730
ABA Sports LLC	ASL	07/06/94	New York	414 W. Sunrise Highway No. 336 Patchogue, NY 11772
ABA Sports Inc.	ABA Sports	10/02/00	Florida	1463 Oakfield Dr. Suite 135 Brandon, FL 33511
ABA Sports Network, Inc.	Network	04/04/02	Florida	1463 Oakfield Dr. Suite 135 Brandon, FL 33511

Amateur, along with our owners, Frank V. Fiume, Jr. and Nadine M. Fiume, developed the System, the AMATEUR BALLPLAYERS ASSOCIATIONSM mark and certain of our Copyrights, and began operating Amateur Ballplayers AssociationSM sports leagues in the Long Island, New York area in July 1995. Amateur engaged in the administration of amateur sport leagues, tournaments, sports-related special events, corporate outings, camps and educational clinics for Youths and Adults (an “ABA Sports Business”). Amateur operated its ABA Sports Business in part through, and sold retail sporting goods, customized uniforms and apparel from the abasports.com website. Amateur currently operates as ABA Sports Inc.

ASL operated an ABA Sports Business in the area of Long Island, New York, from July 1999 to October 2002. ASL currently operates as ABA Sports Inc.

Until January, 2004, ABA Sports operated an ABA Sports Business similar to the i9 Sports® Franchise in Long Island, New York, operated the abasports.com website, which we may utilize. Since its inception, it has offered products and services that are the same as or similar to the Products and Services offered via the abasports.com website. In January, 2004, certain of the assets of ABA Sports and its business activities in New York were sold via an asset purchase agreement to Robert and Scott Glassman, who now operate the business as an i9 Sports® Franchise.

ABA Sports Network, Inc. (“Network”) was incorporated in Florida on April 4, 2002. Its address and telephone number are the same as ours. Network was formed to assist us with developing our franchise system but has no current operations. It does not operate any similar businesses.

None of our affiliates have offered franchises for this or any other lines of business. None have used the i9 Sports® mark.

Competition

You may compete with other sports tournament franchise systems (like Triple Crown Sports and American Pool Players Association), similar non-franchised sports and recreational organizations or systems, and may face competition from locally, regionally or nationally recognized sports associations or umpire associations. We also face competition from public and private organizations which currently operate amateur youth or adult sports leagues and sell sporting related products or services via store front, mail order, catalogue or the internet. The Products and Services you offer to the general public, organizations or municipalities may be similar to those already offered by others. The market for amateur, Youth and Adult sports, recreation, sport and social events, sports training, umpire training, internet, mail order catalogue and store front sporting products and apparel sales and the like is relatively undeveloped in some areas and developing in other areas, depending on the number and types of businesses operating or offering such events or products in the particular area.

Regulations

i9 Sports® Franchises operations are subject to various federal, state and local laws and regulations. Most federal, state and local government agencies are responsible for regulating and monitoring compliance with the use of public facilities (like parks and sports complexes), educational standards, public safety, certain health, sanitation, food, safety and fire standards; working, employment, discrimination, and sexual harassment laws; and state and local licensing or zoning laws, land use laws – some or all of which may apply to the operation of the events or provision of the Events, Products or Services to your Customers. You will likely need to obtain licensing, satisfy residency requirements, zoning or other approvals prior to providing certain types of Products or Services to Customers, or in connection with marketing or conducting Events. You may be required to participate in various government-regulated bidding, proposal processes, and satisfy residency requirements in order to operate Events for, or market and sell the Products or Services to governmental entities, or to Customers who are employees of governmental entities. There may be state laws or local regulations requiring background checks for those who operate Events for Youths. Failure to comply with any of these such laws or regulations would interrupt or adversely affect your i9 Sports® Business' operations. In addition, in the Americans with the Disability Act of 1990 and other federal and state equal opportunity laws, rules and regulations may require that certain Events, Products or Services be made accessible to disabled persons or to all persons equally, and therefore may affect the manner in which you offer and sell the Products or Services, or otherwise conduct Events. The federal Child Online Privacy Protection Act (COPPA) will regulate the manner in which you and we gather information relating to Youth Customers. Some persons paid by you, if considered employees, may be subject to federal minimum wage rates so that the increases in minimum wage may result in an increase in the cost to your i9 Sports® Business. You will also need to comply with state and federal laws regulating in which you do or do not act or pay certain taxes for individuals depending on whether they are classified as independent contractors or employees. Consult with your attorney and business advisors concerning all of these laws, regulations, ordinances and other requirements that may affect your i9 Sports® Business' operations.

The sale of franchises is governed by rules enacted by the Federal Trade Commission ("FTC"), 16 C.F.R. & 436.1 et seq. (the "FTC" Rule"). If you are an Area Developer, you must comply with the disclosure requirements required by the FTC Rule. Further, certain states require that we register the offering circular before the offer or sale of any franchise. The offering circular must be registered with the state, before the offer or sale of any franchise in that state, if your territory encompasses any part of California, Hawaii, Illinois, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, and Washington. Nebraska, Florida, Texas, and Utah require an Area Developer or us

to file a one-time exemption from their business opportunity laws. Kentucky, Florida, Michigan, Indiana, and Wisconsin require you to make an annual filing before the offer or sale of a franchise. In addition, Illinois, New York and Washington will require that you register as a franchise broker.

ITEM 2 **BUSINESS EXPERIENCE**

President, CEO and Director: Frank V. Fiume, Jr.

Frank V. Fiume has served as our President, CEO and a Director since our inception. As our President and CEO, he manages day-to-day operations and develops long-term projects for us. Mr. Fiume has managed amateur sporting leagues and events since 1994. He has been a Director and President of Amateur, ABA Sports and Network since their incorporations. He has also a member and President of ASL since its formation through January 2004. He served as the President and a Director of ABA Sports Networks, Inc.

Vice President and Director: Nadine M. Fiume

Mrs. Fiume has served as one of our Directors and Vice President since our inception. Mrs. Fiume has been Vice President and Director of Amateur, ABA Sports and Network since their incorporations. She has also been a Member and Vice President of ABA Sports since inception through January 2004. As our Vice President and a Director, she continues to assist in the development of long-term projects for i9 Sports Corporation.

Vice President: Jim Cherry

Mr. Cherry joined us in October 2005 as our Vice President. Mr. Cherry has over 15 years of sales and sales management experience in the pharmaceutical industry. From 2000 to 2005, he was the Senior Area Sales Manager with Novartis Pharmaceuticals located in East Hanover, New Jersey. From 1994 to 2000, he was a District Sales Manager with Johnson & Johnson located in Titusville, New Jersey.

Director of Business Development: Chip Parsons

Mr. Parsons has been our Director of Business Development since our inception. He was Assistant League/Tournament Director of ABA Sports from December 2001 through January 2004. From January 1993 to September 2001, he was Vice President of Little League for Madison, Connecticut.

Director of Information Technology: Chris Jarrett

Mr. Chris Jarrett joined i9 Sports in April 2005. He brings 10+ years of technological training and experience to the company. Previously, he held positions at Raymond James Financial as third level technical support, Intermedia Communications as a network circuit designer and served six years in the Florida Air National Guard as a computer communications and system control journeyman. Mr. Jarrett manages the corporate network, facilitates technology training, provides franchisees with software and technical support in relation to the proprietary software and serves as the liaison between the corporation and contracted developers.

Field Trainer/Franchise Support: Jay Parks

Jay Parks joined i9Sports in March of 2005 in the capacity of Field Trainer and Franchisee Support. Mr. Parks has a Master's Degree in Sports Administration from FIU and a BSR in Commercial Recreation Management from The University of Florida. These scholastic achievements combined with

18 years experience in the area of recreational programming and a national certification, Certified Leisure Professional, give Mr. Parks the knowledge and experience to assist i9Sports franchisees. Jay has worked in a variety of recreational environments, campus recreation at FIU and UF, non-profit at the Savannah JCC and private enterprise with Amenity Management Group to name a few. Mr. Parks is an active member of Florida Recreation and Parks Association (FRPA) and The National Intramural Recreational Sports Association (NIRSA).

Brand Development: Tammy Watson

Mrs. Watson joined i9 Sports in May 2005 as the Brand Development Representative. She recently relocated from Houston to Tampa. From November 2004 to May 2005, she was a Secretary with Preferred Home Mtg. in Tampa, Florida. From November 2003 to October 2004, she was a Secretary with UTMB in Houston, Texas. She worked in the petroleum industry for Exxon Mobil as an inside sales representative for 7 years, from July 1997 to November 2003 in Houston, Texas.

Franchise Brokers: See Exhibit “L”

We may contract with individuals or entities to promote, and assist us or our franchisees with the offer, sale or transfer of i9 Sports® Franchises and may compensate them for their efforts to do so. We call such individuals or entities “**Franchise Brokers**”. If we authorize a Franchise Broker in your state, or one is utilized in connection with the sale or transfer of your i9 Sports® Business, we will identify that Franchise Broker, if any, in Exhibit L. Exhibit L will also provide background information relating to that Franchise Broker. Our Area Developers are considered **Franchise Brokers** and will also be disclosed in this Exhibit L.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this offering circular. See Exhibit “L” for any required disclosure relating to Franchise Brokers.

**ITEM 4
BANKRUPTCY**

No person previously identified in Item 1 or Item 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item.

**ITEM 5
INITIAL FRANCHISE FEE**

We charge a non-refundable franchise fee that ranges from \$12,500 to \$18,500, depending on the population size of the Network Area. The franchise fee is based on population within your protected territory. Territories and population counts are based on information provided by the United States Department of Commerce – Bureau of the Census. Occasionally, we may obtain population information directly from the Bureau of the Census website or its periodic publications which further define population counts.

The franchise fees are as follows:

TERRITORY TYPE	Your Territory Will Have A Maximum Population of:	Your Franchise Fee Will Be:
Metropolitan Territory	Up to 350,000	\$18,500

Expansion Territory	Up to 100,000	\$12,500
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We also offer a 5% discount off the initial franchise fee (the “**VetFran Discount**”) if you are a U.S. military veteran and qualify under the International Franchise Association’s VetFran Program.

The Metropolitan Territory franchise fee is \$18,500 (not including the VetFran Discount) and the low range is \$17,575 (which includes the VetFran Discount). The Expansion Territory Franchise Fee is \$12,500 (not including the VetFran Discount), and the low range is \$11,875 (which includes the VetFran Discount).

The Metropolitan Territory and Expansion Territory Franchise Fee includes the awarding of 3 Sports out of the following sports: Baseball, Basketball, Billiards, Bowling, Dodgeball, Football, Golf, Hockey, Kickball, Lacrosse, Soccer, Softball, Stickball, Tennis, Volleyball, Aerobics (including step/low/high impact, cardio, kickboxing, pilates, and yoga), Bodybuilding, Boxing, Cheerleading, Darts, Extreme Sports (including Skateboarding, In-Line Roller Skating and BMX bicycling), Fishing, Martial Arts, Paintball, Rugby, Water Sports (including Canoeing, Kayaking, Jet Skiing, Scuba Diving, Snorkeling, Surfing, Swimming, and Water Skiing), Wiffleball®, Winter Sports (including Ice Skating, Skiing, Snowmobiling and Snowboarding), and Wrestling.

If you elect to purchase more than one Territory, the second and subsequent Territories are discounted by 10% off the then current Franchise Fee.

We may, at our discretion, allow you to add additional sports. The fee to purchase additional sports is ½ of the then current franchise fee per sport for the following premium sports: Baseball, Football, Golf, Hockey, Lacrosse, Soccer, Softball, & Volleyball and 1/3 of the then current franchise fee per sport for the following standard sports: Billiards, Bowling, Dodgeball, Kickball, Stickball, Tennis, Aerobics, Bodybuilding, Boxing, Cheerleading, Darts, Extreme Sports, Fishing, Martial Arts, Paintball, Rugby, Water Sports, Wiffleball®, Winter Sports, & Wrestling. The above fee is per customer type (youth or adult).

You must pay the initial franchise fee in a lump sum when you sign the Franchise Agreement and is fully earned and nonrefundable.

In the States of Maryland and Minnesota only, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied, and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

Area Development Agreement

Under the Area Development Agreement you are required to open and operate one i9 Sports Business, and then must agree to establishing and servicing a predetermined number of franchises in your area. You will pay a fixed initial Area Development Fee of \$100,000. We have determined that you will be required to assist in the opening of five franchises per year for six years. The Area Development Fee is non-refundable and is uniform for all Area Developers under this Offering Circular.

If you purchase any Products or Services from or through us or any of our affiliates prior to your i9 Sports® Business opening for business, the amount of your initial payments will increase by the amount of such purchases.

**ITEM 6
OTHER FEES**

Name of Fee¹	Amount	Due Date	Remarks
Population Fee	Metropolitan Area: \$8,400 per territory Expansion Area: \$5,400 per territory	Upon signing franchise agreement	Payable to us
Marketing Start-Up Fee	\$4,000	Upon signing franchise agreement	Payable to us
Training Fee	\$4,000	Upon signing franchise agreement	Payable to us
Royalty Fee	7.5% of monthly Network Revenues or \$375 per month, whichever is greater. ⁴	Does not take effect until 90 days after the Agreement date and is due Monthly, on the Payment Day we designate. ⁵	⁶ We require you to collect all of your Network Revenues directly, and then report them to us along with the payment of the Royalty Fee to us. Currently, we require all Network Revenues that you receive other than those we receive in connection with the OLRDP to be paid to you directly. You must pay the Royalty Fee to us. For purposes of calculating the Royalty Fee, the gross sales of On-Line Retail Items are excluded from Network Revenues.
National Brand Fund	Metropolitan Area: \$275 per month Expansion Area: \$150 per month	Does not take effect until 90 days after the Agreement date and is due Monthly, on the Payment Day we designate. ⁵	Used by the National Brand Fund. Paid by you to us in the same manner as the Royalty Fee.
On-Line Retail Products profits	Varies, our then current amounts retained.	As incurred: retained via the Billing System	Applies to those profits from On-Line Retail Products which are not distributed to i9 Sports [®] Franchisees subject to the rules of OLRDP
Sports Expansion Fee	½ of the then current franchise fee per premium sport or 1/3 of the then current franchise fee per standard sport by customer type as specified in Item 5	Upon signing a Sports Expansion Addendum	Payable to us
Employee Leasing Services and Event Personnel	Varies as we determine.	Varies, on the Payment Day we designate.	At our option, we may require that we serve as the employee leasing service for Event Personnel and other staff.
Additional Training or Periodic Training	Will vary under the circumstances.	Due upon, and in accordance with	If we provide or require Additional or Periodic Training,

	Currently \$500 per trainee per day, plus expenses.	our invoice to you.	additional travel and living expenses, and outside Network Area training fees may apply.
Transfer	1/2 of our then current highest initial franchise fee.	As incurred.	The Transfer Fee includes transferee Training Fees. You or the Transferee pay all travel and living expenses incurred by transferees; includes transferee Training Fees.
Renewal (Successor Franchise Fees)	\$2,500 for Single Unit; \$25,000 for Area Developer	Upon signing successor franchise agreement; Upon signing successor Area Development Agreement	The Franchise Agreement consists of a 10 year term and is renewable, subject to meeting certain criteria.
Audit	Cost of inspection or audit plus travel.	10 days after billing.	Payable only if you fail to furnish reports, supporting records or other required information.
Interest	Lesser of 18% per year or highest contract rate of interest allowed by law.	15 days after billing.	Payable on all overdue amounts. Interest begins on the date of the underpayment of non-payment.
Late Payment Penalties	5% of the late amount.	Due on payment of late amount.	Payable on all late payments including interest.
Insufficient Fund Fee	\$25	As incurred	This fee applies to check/EFT return for insufficient funds
Manual	\$500	Varies, on the Payment Day we designate. Generally, 15 days after billing.	Cost of replacement copy if lost, severely damaged or destroyed.
Costs and Attorneys' Fees	Will vary under circumstances.	As incurred.	Payable upon your failure to comply with the Franchise Agreement.
Indemnification	Will vary under circumstances.	As incurred.	You have to reimburse us if we are held liable for claims arising from your i9 Sports® Business' operations.
Annual Convention	\$275 per attendee	60 days prior to attendance	You are responsible for all travel, food, and lodging expenses that you and your participants incur in attending the annual convention

1. Unless otherwise indicated, all fees are imposed by and payable to us. All fees are non-refundable. We may require you to pay any fees to us via electronic funds transfer and via the Billing System.
2. We may, at our option, operate the Billing System through such e-commerce methods as we may designate. Through the Billing System, we may host some or all of the billing and invoicing for the Products and the Services you sell or provide through the i9 Sports® Franchise. Any of the Products or the Services which we designate for sale or directly to the Customers must be

reported to us as per our Systems Standards. Unless we give you prior written permission to the contrary, all Network Revenues must be paid to you and be deposited directly with you in the manner we designate. At any time, we may choose, alter or amend the types of Network Revenues that must be paid through the Billing System by designating such change in our System Standards.

3. **Network Revenues** means all revenues derived from operating your i9 Sports® Business, including all amounts from: the sale, distribution, rendering, performing, or providing the Products or the Services and any other products, services, or activities whatsoever including any that are in any way associated with the System, Marks, or Copyrights; or the use, leasing, barter or sale of any Products or Services, and whether from cash, check, barter, credit or debit card, or credit transactions, including the redemption value of gift certificates redeemed by you regardless of whether those gift certificates are issued by you or someone else; but excluding: (a) all federal, state or municipal sales, use or service taxes collected from Customers and paid to the appropriate taxing authority; (b) Customer refunds, adjustments, credits and allowances actually made by you; (c) complimentary products or sales actually provided to Customers or others; (d) the value of gift certificates and amounts paid for them; (e) the amount of over-rings, allowances, discounts to Customers, tips to employees (including discounts attributable to coupon sales, provided they have been included in Network Revenues); and (f) isolated sales, non-inventory items or the bulk sales of the business itself. For purposes of calculating Royalty Fees, gross sales under the OLRDP (i.e., of On-Line Retail Products) are excluded from Network Revenues. If we permit you to participate in the OLRDP, your Network Revenues will not include revenues we receive from the sale of On-Line Retail Products. We may distribute some or all of the monies in the On-Line Revenues Fund to participating i9 Sports® Franchisees according to the rules, policies, and distribution formulas we designate, in our sole judgment, for the OLRDP.

4. We designate, in the Manuals, the dates when we will make payment to you of the Commission and other amounts due you (the **"Payment Day"**). **"Commission"** means the amount we pay to you, determined by the Compensation Schedule then in effect, for your services based on the Network Revenues you receive from Customers or any others for the Products or the Services sold, distributed, rendered, provided or performed by you for which (i) you are the "procuring cause" or (ii) your i9 Sports® Business provides to, renders, or performs the services for the Customers located in, or the Products are delivered in, or where the event is located in your Network Area. We may also require you to collect some or all types of Network Revenues via a merchant account and gateway we designate or approve and if we do so you will be required to pay the Royalty Fee and Marketing Contributions due on them to us monthly, on or before each Payment Day, along with providing us with reports of the Network Revenues you have collected. Commission means the Network Revenues we have collected for your i9 Sports® Business less the Royalty Fees, and any other fees, payments, or amounts due us under the Compensation Schedule or otherwise.

5. In all instances, the Royalty Fees due on Network Revenues and Marketing Contributions must be paid to us via electronic funds transfer in the manner we designate.

6. ATTENDANCE TO THE ANNUAL CONVENTION IS MANDATORY FOR YOU.

ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Expenditures	Estimated Amount or Estimated Low-High Range	When Payable	Method Of Payment	Whether Refundable	To Whom Paid
Franchise Fee (1)	\$12,500 to \$18,500	Signing Franchise	Lump Sum	No	Us

Expenditures	Estimated Amount or Estimated Low-High Range	When Payable	Method Of Payment	Whether Refundable	To Whom Paid
		Agreement			
Population Fee (1)	\$5,400 to \$8,400	Signing Franchise Agreement	Lump Sum	No	Us
Legal & Accounting Services (3)	\$0 to \$1,500	By agreement with provider	As Agreed	No	Suppliers
Furniture, Fixtures and Equipment not included in the Franchise Fee (2) (4)	\$0 to \$2,000	By agreement with provider	As Agreed	No	Suppliers
National Brand Fund Contribution (5)	\$0	Three months from date of contract	As Incurred	No	Our Designee
Opening Inventory, Supplies and Smallwares (6)	\$0 to \$1,000	As Incurred	As Incurred	No	Third Parties
3 Months of Advertising (7)	\$5,000 to \$10,000	Within 60 days of opening i9 Sports® Franchise	As Incurred	No	Third Parties
Training and Assistance (8)	\$0 to \$1,000	As Incurred	As Incurred	No	Third Parties
Insurance (9)	\$100 to \$1,000	As Incurred	Lump Sum	No	Third Parties
Merchant Account Setup (10)	\$500	By agreement with provider	As Incurred	No	Third Parties
Marketing Start-Up Fee (11)	\$4,000	Signing Franchise Agreement	Lump Sum	No	Us
Training Fee (12)	\$4,000	Signing Franchise Agreement	Lump Sum	No	Us
Additional Funds – 3 months (13), (14)	\$8,000	As Incurred	As Incurred	No	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE FRANCHISE PROGRAM (EXCLUDING REAL ESTATE AND/OR BUILDING PURCHASE COSTS, LEASEHOLD IMPROVEMENTS AND RENT)	\$39,500 to \$59,900				

Explanatory Notes

1. The Franchise Fee ranges from \$12,500 to \$18,500, and its calculation is detailed in Item 5. We also offer a 5% VetFran discount on the Franchise Fee (which totals \$11,875), which is detailed

in Item 5. The Population Fee ranges from \$5,400 to \$8,400 and it's calculation is detailed in Item 5. The Franchise Fee and Population Fee is not refundable.

2. You must purchase a Computer System that meets our System Standards. See Item 11, Computer System. This Computer System will likely range from \$600 to \$1,000. You will need to use an ISP which we may designate and will be required to pay the ISP's fees. We anticipate ISP monthly fees to range from \$40 to \$50. If you purchase additional Software or Computer System components or services from us, you must pay to us our fees for them prior to our delivery of them. This estimate does not include additional computer software or components.
3. You should consult with an attorney, accountant and/or other business advisors regarding the operation of your i9 Sports® Business. This item includes an estimate of the cost to incorporate as an entity and an initial consultation with an accountant.
4. This item includes desks, tables, chairs, a phone system and facsimile machine, filing cabinets and related training, communications and office supplies. The low end of the range assumes that you utilize an existing home office space with some of these items already in place or due to purchase of used equipment. The high end of the range assumes that all new equipment is purchased. We require you to sign our then current form of Conditional Assignment of Telephone Numbers and Listings in the form attached as Exhibit "D."
5. After 3 months from the time of contract, you are required to participate in the National Brand Fund as described in Item 6, plus local advertising expenditures on such items as direct mail, flyers, newspaper, road signage and radio advertisements (excluding grand opening expenditures). See Note 10.
6. The difference between the low and high ranges is attributable to the actual size of i9 Sports® Franchise and the amount and variety of the products, materials and supplies necessary for the opening of i9 Sports® Franchise in compliance with our prescribed standards and specifications.
7. We require you to spend a minimum of \$5,000 to \$10,000 on your grand opening advertising to promote your initial sports programs. Our low estimate assumes you are in an Expansion Territory, while the high estimate assumes you are in a Metropolitan Territory. The following types of grand opening advertising activities: newspaper ads, direct mail, radio advertising, flyers, road signage, and trade show hosting. The Grand Opening Advertising for an Expansion Territory is a minimum of between \$5,000 and \$7500 for a Metropolitan Territory. We must be shown proof of this expenditure. Failure to do so will be deemed a breach of the Franchise Agreement.
8. You are responsible for all travel, living expenses and compensation for all persons attending the Initial Training or additional training at our headquarters. We estimate that these expenses range from \$0 to \$1,000. They can vary dramatically due to air fare costs. Additional training will vary under the circumstances but we generally require you to pay us a fee ranging in the amount of \$250 to \$500 per person (trainee) per day per trainer plus expenses. We provide certain additional assistance we designate from time to time at any location we designate or approve in your Network Area. We charge \$500 per person per day. Additional Training and additional assistance fees are not included in this estimate.
9. Insurance must be obtained to meet the minimum requirements established by the System Standards. If you fail to obtain the required insurance, our System Standards provide that we may purchase insurance on your behalf and charge you for doing so.

10. You must utilize a merchant account services provider and gateway provider whom we designate or approve. Currently, we require you to use Verisign® as the gateway and NOVA as the merchant account provider. We estimate the cost to establish such merchant account and obtain the use of the gateway to be approximately \$500. These fees are paid to the third party providers in the manner designated in your agreements with them and is generally non-refundable.
11. This fee includes business stationary, marketing materials, vinyl banners, polo and t-shirts, and items utilized at Game Day, in-person registration meetings, and promotional events.
12. This fee includes the cost for us to train up to 2 persons and the training, travel, and accommodations for an i9 Sports Franchise Support Consultant to train in the franchisee territory.
13. This item estimates your initial start up expenses which include a wide variety of miscellaneous expenses. These expenses include, for example, payroll costs and cost of maintaining and using your automobile in connection with your business activities. We anticipate that you and your personnel will use your personal automobiles to visit Customers, Events and to provide certain Products or Service. We have not estimated the cost to purchase or lease vehicles since we assume that they all have personal vehicles. Since we expect most i9 Sports® Franchises to be operated out of existing homes, our estimate does not include leasehold improvements or rent.
14. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

We relied on the experience of our affiliates and our owners to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Franchisees may be able to obtain financing for some or all of the costs described above. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan.

Area Development Agreement

Expenditures	Actual or Estimated Amounts For You		Method of Payment	When Due	To Whom Payments To Be Made
	Low	High			
Development Fee	\$100,000	\$100,000	Cashier's Check or EFT	Upon Signing Development Agreement	Us
Total Estimated Initial Investment for One Franchised Business (1)	\$26,250	\$49,900	As disclosed in preceding table	Upon Signing of each Franchise Agreement	As disclosed in preceding table
Marketing Fees	\$10,000	\$20,000	As Incurred	As Incurred	Vendors or Suppliers
Total	\$136,250	\$169,900	As disclosed in preceding table	As disclosed in preceding table	As disclosed in preceding table

Notes:

- (1) This is the fee for the one Franchised Business that you must open and operate. If you choose to open additional Franchised Business, the fee will be multiplied by the number of additional Franchise Businesses you want to open. The Franchise and Area Development Fees are described in detail in Item 5.

The balance of your initial investment for the first i9 Sports Business is as stated in the preceding table. Your costs to develop the second and each additional i9 Sports Business may be affected by factors, such as inflation, local labor costs, materials cost and other factors not within our control.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The following table summarizes the approximate percentages of your purchases of equipment and supplies through sourcing restrictions, based on the nature of the restriction. The source for virtually all of your purchases is restricted in some way.

REQUIRED PURCHASES FROM US	REQUIRED PURCHASES FROM AN APPROVED SUPPLIER	REQUIRED PURCHASES IN ACCORDANCE WITH OUR SPECIFICATIONS AND STANDARDS
Establishment - 0% to 5%	Establishment - 0% to 5%	Establishment - 0% to 5%
Operation- 45% to 50%	Operation - 20% to 25%	Operation - 10% to 15%

Purchases from Us or Our Affiliates.

You are currently required to purchase the following types of equipment or supplies from us: Stationary, i9 Sports apparel (T-Shirts, Polos, Jerseys, etc.), Trophies, and all collateral material (brochures, registration forms, and other marketing pieces).

You may also be required to purchase your i9 Sports® Business' Materials or Services from or through us or our affiliate. These include equipment, uniforms, criminal background checks for youth coaches, insurance, supplies, financial services, employee benefit plans and other services, assets, products or materials we designate. We designate the type of sports you may offer at Events. See Item 5. We estimate that the purchase of products from us or our affiliates constitutes no more than 0% to 5% of the cost to establish an i9 Sports® Franchise and less than 45% to 50% of the cost to operate an i9 Sports® Franchise.

Approved Suppliers.

In order to maintain the quality of the goods and serviced provided by i9 Sports® Franchises and the reputation of our franchise network, you must purchase certain products and services (e.g., Business Materials or Services and any other Products or Services) from suppliers approved by us. We issue standards for such Approved Suppliers in the Manuals. Purchases from Approved Suppliers may constitute as much as 0% to 5% of the cost to establish an i9 Sports® Franchise and as much as 20% to 25% of the cost to operate an i9 Sports® Franchise. We do not charge you a fee to secure supplier approval.

Standards and Specifications.

You must operate and develop your i9 Sports® Business according to our specifications and standards (i.e., System Standards). We issue these specifications and standards in the Manuals. We may

change, alter or revoke our specifications and standards at any time, in our sole judgment. You are also required to purchase or lease Business Materials or Services, and other goods, services, supplies, fixtures, equipment, or inventory relating to the establishment or operation of an i9 Sports® Franchise as per our Manual. The purchase of products and services in accordance with our specifications and standards constitutes as much as 0% to 5% of the cost to establish an i9 Sports® Franchise and as much as 10% to 15% of the cost to operate an i9 Sports® Franchise.

Rebates.

i9 Sports® Franchise may negotiate with manufacturers to receive rebates on certain items you must purchase. We may require that certain Approved Suppliers enter into agreements with us to be an Approved Supplier and that you enter into agreements with them under which we may receive remuneration for your purchases from them. We have, and continue to, negotiate programs with certain Approved Suppliers (“**Preferred Vendors**”) so that i9 Sports® Franchises may receive preferred pricing, delivery, credit or other terms (the “**Preferred Vendor Program**”). As long as you are not in breach of (any of) your Franchise Agreement(s), comply with the rules and policies (the “**Program Rules**”) of the Preferred Vendor Program, and sign all agreements we or the Preferred Vendors require (e.g., “**Preferred Vendor Agreements**”), you are eligible to participate in the Preferred Vendor Program. We may terminate your participation in the Preferred Vendor Program without terminating any of your Franchise Agreement if you breach any agreement with us or a Preferred Vendor or otherwise fail to comply with the Program Rules. Certain Approved Suppliers enter into Approved Supplier Agreements or Preferred Vendor Agreements, under which we may receive fees from them from your purchase from them. Such fees are either a percentage of purchases, or sales, or a flat amount. We are in the process of establishing what such fees will be. We received 10% rebate on all direct mail orders from our Direct Mail vendor Expresscopy.com, which covers our cost of direct mail postcard print designs, software, and support from franchisees or affiliate owned units in the fiscal year ending December 2005.

Change of Suppliers, Products or Services.

If you wish to purchase any items that do not comply with our specifications or are to be purchased from a supplier that has not yet been approved, you can make a written request to us. Based on information obtained by inspection, testing of samples, and other factors, we will determine whether the proposed suppliers, products or services are acceptable. We may limit our approval to those suppliers in our sole judgment, including a condition that they are willing to enter into Approved Supplier Agreements or Approved Vendor Agreements. Generally, we will do so within 60 days of the date you provide us all of the information we request. However, we may change, alter or amend such review and approval periods in the Manuals, from time to time. We may revoke an approval at any time for any reason we deem relevant. Our approval may be revoked at any time if the supplier, product or service ceases to meet our then-current standards or if we change our System Standards for any reason, and we will give you 30 days notice.

i9 Sports® Franchise Employees.

You must not hire any individual that has engaged in any fraudulent, dishonest, unethical or criminal act which impair the ability of that person to earn our trust or that of the students. You must immediately terminate any individual that poses a threat to Students or other employees or who do not otherwise meet our System Standards.

Computer Hardware and Software.

We require you to purchase the Computer System and Software designated by us. If we license any software, sell any hardware to you, it will be subject to our then current fees. Our limited license to

use our and our designees' software that generates the Billing System is included in the Franchise Fee and governed by the Franchise Agreement. See Item 11, Computer System. You must use this Computer System for operating the i9 Sports® Franchise and on-line reporting of such sales and other information from your computer to us as required under the Franchise Agreement or Manual. For any time period during which the computer system is not functioning properly, you must report such sales and other information by telephone to us no less frequently than monthly. Part of your Computer System related activities will relate to merchant accounts and gateway providers for billing purposes. We may require you to use an Approved Supplier or Preferred Vendor for merchant account and gateway services. We estimate that the cost to purchase the Computer System will represent about less than 5% of the cost to establish and less than 5% of the cost to operate an i9 Sports® Franchise.

i9 Sports® Franchise Event Development.

We require you to develop and operate Events and to offer and sell Products and Services in accordance with our specifications. The Franchise Agreement requires that you purchase or lease and use only such services equipment and supplies as we may specify or approve. We provide you with advice and assistance in connection with most aspects of establishing your i9 Sports® Business and the Events. We charge additional fees for some types of additional assistance, in the amount of \$500 per person, per day, per trainee or per person we provide in connection with such additional advice or assistance.

Staff, Event Personnel and Customer Liaisons.

In addition to yourself, any employees or managers of your who we designate and your sales personnel or Event Personnel must sign our form of Staff Confidentiality and Non-Competition Agreement (“SCNA Agreement”). Our current form of SCNA Agreement is attached as Exhibit “E.”

Site.

We do not select a site for you nor do we approve an area within which you select a site. We expect that you will operate your franchise from your home.

Maximum Retail Prices.

We may, from time to time, designate the maximum retail prices you may charge for the Products or the Services (“MRPs”), but we will not designate minimum retail prices. Currently none have been established. But, if and when they are, they will be listed in our Manuals. We may change MRPs upon notice to you or via updates to the Manuals.

Insurance.

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, such insurance coverage that we require from time to time and meet the other insurance-related obligations in the Franchise Agreement. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. You must send us copies of all insurance policies and each of them must name us as an additional insured party. Your insurance coverage obligations will be designated in the Manuals, and will include, at a minimum, for each automobile your i9 Sports® Franchise utilizes or operates, the requirement for you to obtain and maintain in full force and effect with a reputable insurance company authorized to do business in the Network Area automobile liability insurance in the face amount of \$300,000 for any one person, \$500,000 for any one accident, and \$100,000 for property damage. Our Standards and Specifications for insurance coverage are intended as “minimum” standards. Accordingly, you should review your insurance coverages and policies with your insurance agent/broker to determine if additional coverage is necessary, appropriate or desired by you. If

you fail to obtain the required insurance coverage or System Standards currently provide that we may purchase it for you and charge you for doing so.

Miscellaneous.

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration as a result of required purchases or leases. There currently are no purchasing or distribution cooperatives. Except as described above, we do not have any other purchase arrangements with suppliers for the benefit of franchisees; but we intend to pursue such arrangements in the future. However, we have the right at some point in the future to negotiate purchase arrangements with suppliers for the benefit of franchisees, and/or to derive revenue or other material consideration as a result of required purchases or leases.

**ITEM 9
FRANCHISEE'S OBLIGATIONS**

THESE TABLES LIST 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 OFFERING CIRCULAR.

Obligation	Section in Franchise Agreement	Section in Development Agreement	Item in Offering Circular
(a) Site selection and acquisition/lease	None	Article I	Items 7, 11 and 12
(b) Pre-opening purchases/leases	Sections 4, 5, 6.2, 9, 11.8	N/A	Items 5, 6, 7, 8, 11 and 16
(c) Site development and other pre-opening requirements	Sections 4, 5, 6, 7, 8.3, 8.4 and 9	N/A	Items 6, 7 and 11
(d) Initial and ongoing training	Sections 6, 7, 8	Article III	Item 11
(e) Opening	Sections 4, 6, 7, 8 and 9	Article I	Item 11
(f) Fees	Sections 4, 5, 6.1, 6.2, 6.4, 7, 8.2, 8.3, 8.4, 8.5, 9.1, 9.11, 11.8, 12.2, 12.7, 17.3 and 18.5	Article I	Items 5, 6 and 7
(g) Compliance with standards and policies/Operating Manual	Sections 3.3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16	Article V	Item 11
(h) Trademarks and proprietary information	Sections 8, 9, 10, and 11	Article VI	Items 13 and 14
(i) Restrictions on products/services offered	Sections 4, 5, 6, 7, 8, and 9	N/A	Items 11 and 16
(j) Warranty and customer service requirements	Section 13	None	None
(k) Territorial development and sales quotas	Sections 3 and 4: Exhibit B	Article I	Item 12
(l) On-going product/service purchases	Sections 5.3, 8, and 9	N/A	Item 8
(m) Maintenance, appearance and remodeling	None	N/A	Items 11 and 17

requirements			
(n) Insurance	Section 11.8	N/A	Items 7 and 8
(o) Advertising	Sections 4, 8, 11, and 12	Article VII	Items 6, 7 and 11
(p) Indemnification	Sections 6.5 and 15	Article XIV	Item 6
(q) Owner's participation /management / staffing	Sections 5, 6, 7, 8,9 and 11	Article V	Items 11 and 15
(r) Records and reports	Sections 8, 9, 11.3, 11.4, and 16	N/A	Item 11
(s) Inspections and audits	Section 16	Article III	Items 6 and 11
(t) Transfer	Section 17	Article VIII	Items 6 and 17
(u) Renewal	Section 18	Article II	Items 6 and 17
(v) Post-termination obligations	Sections 19 and 20	Article XII	Item 17
(w) Non-competition covenants	Sections 19	Article X	Item 17
(x) Dispute resolution	Sections 10.4 and 25	Article XXII	Item 17

ITEM 10
FINANCING

We do not offer direct financing. We do not guarantee your note, lease or obligation. However, i9 Sports is an SBA Approved Franchise via the Franchise Registry for fast-track financing. Talk to your i9 Sports representative for an SBA Certification Form to take to an SBA lender.

ITEM 11
FRANCHISOR'S OBLIGATIONS

Except as listed below, we need not provide any assistance to you.

Pre-Opening Obligations - Area Development Agreement

Before you open your i9 Sports® Business, we will:

1. Grant you the exclusive rights to a Development Area within which you will assume the responsibility to establish an agreed upon number of franchises within the Development Area under separate Franchise Agreements (Area Development Agreement, Article 1).
2. Train an Area Developer on how to screen and qualify potential franchise candidates, and where to spend advertising dollars (Area Development Agreement, Article 3).

Pre-Opening Obligations - Single Unit Franchise Agreement

Before you open your i9 Sports® Business, we will:

1. Assist you with connecting to the Billing System. (Franchise Agreement – Section 4.4)
2. Provide initial training to you and 1 other person. The initial training will include sales and operations training. (Franchise Agreement – Section 5.1)
3. Loan you a copy of our manual or other publications in which we designate our System Standards (the “Manual”). (Franchise Agreement – Section 8.1)

4. Sublicense to you the Software we designate from time to time and provide certain hosting services as we may designate. (Franchise – Section 9.2)

5. You are required to make Marketing Contributions, as described in Item 6. (Franchise Agreement – Section 4.3)

6. The OLRDP, is operated in accordance with the rates and policies we may, from time to time and in our sole judgment, designate for it. (Franchise Agreement – Section 4.7)

Post-Opening Obligations:

During your operation of the i9 Sports® Franchise, we will:

1. Provide, to the extent we may designate from time to time, administrative, Customer account coordination, billing and revenue collection and commission payment services, and Product or Service ordering, billing and distribution systems (the “**Billing System**”) (Franchise Agreement - Section 4.4)

2. Provide such additional periodic or refresher training as we deem necessary from time to time. (Franchise Agreement – Section 5.2 and 5.3)

3. Provide such additional assistance as we deem appropriate from time to time. (Franchise Agreement – Section 5.3)

4. Loan you (or we may make it accessible to you on-line) one copy of the Manual, consisting of such materials (which may include audiotapes, videotapes, magnetic media, computer software and written materials) that we generally furnish to franchisees for use in operating i9 Sports® Franchises. (Franchise Agreement – Section 8.1)

5. Issue, modify and supplement System Standards for i9 Sports® Franchises. (Franchise Agreement – Section 8.1)

6. Provide you with guidance and assistance with respect to the System Standards. (Franchise Agreement – Section 8.1 and 8.2)

7. Designate maximum retail prices for Products and Services. (Franchise Agreement – Section 8.5)

8. Provide limited Software support services as well as updates, patches, bug fixes, modifications, enhancements and new versions of the Software. (Franchise Agreement - Section 9.7)

9. Provide you with such marketing materials as we may designate. (Franchise Agreement – Section 11.5)

10. The On-Line Revenues Fund we may, in our sole judgment make distributions of some or all such monies we designate from it to i9 Sports® Franchises who qualify for participation in our OLRDP under the rules of this program. If you qualify for the OLRDP, we will apply its rules to you. The rules, policies and procedures and formulas for the distributions will be established by us from time to time in our sole judgment and may be changed in our sole judgment at any time by us by our giving notice. (Franchise Agreement – Section 4.7)

11. You are required to make National Brand Contributions, as described in Item 6. (Franchise Agreement – Section 4.3)

12. We operate the OLRDP in accordance with the rates and policies we may, from time to time and in our sole judgment, designate for it. (Franchise Agreement – Section 4.7)

National Brand Fund.

We will direct all programs financed by the National Brand Fund, and may determine the creative concepts, materials and endorsements used and the geographic, market and media placement and allocation of the programs. The National Brand Fund may be used to pay the costs of preparing and producing video, audio and written advertising materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing e-commerce rights, services, direct mail and other media advertising and employing advertising, promotion and marketing agencies; and supporting public relations, market research, establishing, developing, maintaining, servicing or hosting websites or other e-commerce programs and other advertising, promotion and marketing activities. The National Brand Fund will periodically furnish you with samples of advertising, marketing and promotional formats and materials at its cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges. (Franchise Agreement – Section 12.3)

The National Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the National Brand Fund and its programs, such as conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the National Brand Fund. We may spend, on behalf of the National Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all i9 Sports® Franchises to the National Brand Fund in that year, and the National Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the National Brand Fund will be used to pay advertising costs before other assets of the National Brand Fund are expended. We will prepare an annual statement of monies collected and costs incurred by the National Brand Fund and furnish the statement to you upon written request. The National Brand Fund will be audited. We will not use any monies from the National Brand Fund for the preparation of franchise sales solicitation materials. We have the right to cause the National Brand Fund to be incorporated or operated through a separate entity when it is appropriate to do it, and the successor entity will have all of the rights and duties described in the Franchise Agreement. (Franchise Agreement – Section 12.4)

The National Brand Fund will be intended to maximize recognition of the Marks and patronage of i9 Sports® Franchises. Although we will try to utilize the National Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all i9 Sports® Franchises, we cannot ensure that expenditures by the National Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the National Brand Fund by i9 Sports® Franchises operating in that geographic area or that any i9 Sports® Franchise will benefit directly or in proportion to its contribution to the National Brand Fund from the development of advertising and marketing materials or the placement of advertising. We have no other direct or indirect liability or obligation to you regarding the collection of amounts due to, or maintaining, directing or administering, the National Brand Fund. (Franchise Agreement – Section 12.5)

Franchisee contributions to the National Brand Fund, will generally be on a uniform basis, but we reserve the right to defer or reduce contributions of a franchisee and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the National Brand Fund for one or more

periods of any length and to terminate (and, if terminated, to reinstate) the National Brand Fund. If the National Brand Fund is terminated, all unspent monies on the date of termination will be distributed to franchisees in proportion to their respective contributions to the National Brand Fund during the preceding 12-month period. We and our affiliates will contribute to the National Brand Fund on the basis as franchise owners for any i9 Sports® Franchise they own or operate. (Franchise Agreement – Section 12.2)

Local Advertising.

All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we establish. Samples of all advertising, promotional and marketing materials that we have not prepared or previously approved must be submitted for approval before you use them. If you do not receive written approval from us within 30 days after we receive the materials, the material is deemed not approved. You may not use any advertising or promotional materials that we have not approved or disapproved. (Franchise Agreement – Section 12.1) (See Items 6, 8 and 9.)

You must obtain telephone directory listings in the “white and yellow pages” in the size and manner we specify, displaying the Marks and Copyrights that we designate. If other franchise owners operate i9 Sports® Franchises in the market area serviced by the directories, then you must participate in and pay your pro rata share of the cost of such listings and advertising. We may review your books and records relating to your expenditures for such advertising and promotion. (Franchise Agreement – Section 12.7)

Expansion Territories are required to spend a minimum of \$500 per month and Metropolitan Territories are required to spend a minimum of \$1,000 in local advertising in the following forms: Direct Mail, Road Signage, Radio, TV, or Newspaper Ads. We reserve the right to audit your financials and you will be in breach of the Franchise Agreement if you fail to adhere to these local advertising minimums.

If you are an Area Developer you will be required to actively solicit new franchisees for your Development Area. This will require an expenditure by you of advertising dollars to obtain these prospects. We estimate that you will be required to spend no less than \$10,000 annually on this type of advertising. We will provide advice and guidance as to where these dollars should be spent.

Websites.

We may restrict, limit, control or designate nearly every aspect of your use of websites, the internet, intranets, worldwide web home pages or e-mail, and require you to participate in a centralized website. (Franchise Agreement – Sections 9.11)

On-Line Revenues Distribution Program.

The On-Line Revenues Fund is and will not be a trust fund will be administered by us solely as a convenience to us for accounting purposes. We may change, alter or amend our rules, policies and procedures for the OLRDP at any time, in our sole judgment by giving notice. The On-Line Revenues Fund is not a trust and we are not obligated to provide i9 Sports® Franchisees an accounting of it. We operate it only as a convenience to us for accounting purposes. (Franchise Agreement – Section 4.7)

Computer Systems.

We require that you buy and use one or more laptop computer systems with wireless network card, which you must bring to our Phase I Training, and which meet our specifications and standards (the “Computer System”), and may require you to purchase or obtain it from a supplier we approve or

designate (Franchise Agreement – Section 9.1). We are in the process of investigating or evaluating supplies for the Computer System and establishing new Computer System Standards. Upon request, we may approve your purchase of a compatible computer system from a supplier other than the one we choose, if the other supplier and the computer system it provides meets our specifications and standards. Currently, the Computer System (other than the Software for the Billing System) does not comprise our proprietary property. We anticipate that the Computer System will comprise event planning, customer registration, training, automated attendance, account, employee information, reporting to us, and other Billing System operations, communications, work processing and other useful functions. (Franchise Agreement – Section 9)

Currently, our minimum System Standards for the Laptop Computer System with wireless network card includes:

900MHZ
256MB RAM
30G HD
CABLE/DSL MODEM INTERNET ACCESS
Wireless Network Card
WINDOWS XP Operating System
Microsoft WORD, EXCEL, INTERNET EXPLORER
ADOBE ACROBAT, ADOBE PHOTOSHOP ELEMENTS
2005 Norton Anti-Virus or 2005 Norton Internet Security Software
QuickBooks (5.0 or higher), PeachTree, or Quicken Accounting Software

We provide certain hosting services to you as part of the Billing System. (Franchise Agreement Section 10.2).

We expect that the Computer System, Billing System and other software will need to be maintained and updated. We anticipate that software upgrades will cost less than \$500 per year. However, due to the changing nature of the computer and information technology industry, we do not estimate the cost of hardware upgrades. Both hardware and software upgrade costs may vary significantly from any current expectations. We have not yet arranged for a mandatory software or hardware maintenance contract for the Computer System to be purchased by you, but may do so in the future. We may require you to use a merchant account and gateway to facilitate payments to you made by credit cards or other electronic medium. We may designate or require approval of providers of merchant account or gateway services. As of February, 2004, we have designated NOVA as an Approved Supplier of merchant account services and Verisign® as the Approved Supplier of gateway services. We anticipate that it will cost you approximately \$500 to establish the merchant account and gateway.

We will have access to the information and data compiled on the Computer System. Generally, we may access the Computer System to obtain gross and net sales information, product mix, labor reports and customer counts. There are no limitations on our right to do so.

Site.

We do not select a site for you nor do we approve an area within which you select a site. We expect that you will operate your franchise from your home.

Time To Opening.

We estimate that there will be an interval of 1 to 3 months between the signing of the Franchise Agreement and the opening of the i9 Sports® Franchise, but the interval may vary based upon such factors to the extent to which an existing location must be upgraded or remodeled (if at all), your purchase of the

Computer System, timing of local sports leagues, hiring of staff, obtaining insurance, the delivery schedule for equipment and supplies, delays in securing financing arrangements and completing training and your compliance with local laws and regulations.

If you enter into an Area Development Agreement, the development time for the first i9 Sports Business will likely vary from 1 to 3 months as you are required to sign a Franchise Agreement to develop your first i9 Sports Business at the same time you sign the Area Development Agreement.

Training.

We provide advice to you in connection with training Event Personnel, Sales Staff, Customer Liaisons and others we may designate in our sole judgment. While we provide advice to you regarding training Event Personnel and Customer Liaisons, you are responsible for training them. However, before the i9 Sports® Franchise's opening, we will provide Initial Training to you and up to 1 other person. You must complete the Initial Training. Up to 5 consecutive days of Initial Training will be furnished at our headquarters in Florida or a designated training facility and/or at an operating i9 Sports® Franchise. The Trainees must complete the Initial Training to our satisfaction. In addition, 2 consecutive days of Field Training will be provided to you at your i9 Sports® Business, another i9 Sports® Franchise or training facility or other location designated by us. If you wish for more than 1 person to receive Field Training from us or wish for additional days of training, you must pay to us our then current fees for Additional Training. (Currently, \$250 to \$500 per trainee per day plus expenses.) However, you must pay all expenses of the Trainees incurred in connection with such Training, including, for example, travel, room, board, local transportation expenses and wages. You must participate in all Field Training as well as other activities required to operate i9 Sports® Franchise. There are no additional fees for this training. (Franchise Agreement — Section 5.1)

We expect that Initial Training and Field Training will be conducted for you and your personnel after the Franchise Agreement has been signed.

Phase I Initial Training: Day 1-2

Home Study Review

- The 9 I's of i9 Sports (A-2)
- History of i9 Sports (A-6)
- The P.O.V. (A-8)
- Services Provided To Franchisees (A-9)
- Franchisee Responsibilities (A-12)
- Visits from the Corporate Office (A-19)

Pre-Opening Procedures

- Pre-Opening Checklist (B-1)
- Establishment of Business Form (B-4)
- Securing a Location (B-11)
- Licenses/Permits (B-14)
- List of Required Equipment/Supplies (B-19)
- Logo/Stationary Specifications (B-21)
- Setting Up Bank Accounts (B-24)
- Getting Insurance (B-29)
- Meeting Your Tax Obligations (B-33)

- Conducting A Grand Opening (B-35)

Human Resources

- Laws Regarding Harassment (C-6)
- Employee Profile (C-13)
- Recruitment (C-17)
- The Interview Process (C-21)
- Job Descriptions (C-36)
- Additional Questions? (Review Section C)

Office Procedures I

- Suggested Hours of Operation (E-2)
- Daily Opening & Closing Procedures (E-3)
- Common Tasks (E-4)
- Customer Service (E-10)
- Points of Contact (E-13)
- Handling Complaints (E-14)
- Handling Refund Requests (E-16)
- League Reference Manual (E-17)
- Customizing League Rules (E-22)
- Team/Player Obligations (E-22)
- Forfeit Procedures (E-24)
- Hosting Registration (E-26)
- Scheduling Play (E-27)
- Partnering with Local Officiating Groups (E-42)
- Managing Fields/Courts (E-45)
- Managing Inclement Weather (E-45)
- Hosting An Awards Dinner (E-47)

Office Procedures II

- Billing/Invoices (E-89)
- Accepting Payment (E-91)
- Collections Procedures (E-95)
- Banking Procedures (E-96)
- Franchise Reporting (E-97)
- Maintaining Vehicles (E-103)
- Safety & Security (E-104)
- Worker's Compensation Issues (E-107)

Types of Programs Offered (B-26)

Revenue Generators (D-42)

Phase I Initial Training: Day 3-4

Competition Evaluation

- Understanding Your Competition (D-38)
- Pricing Considerations (D-41)
- Review of Existing Competitors

Strategic Planning Session for 1 Year

Advertising, Sales & Marketing

- 4 P's of Marketing
- Defining your Target Audience
- Advertising Media (F-1)
 - Direct Mail
 - Newspaper & Magazine Ads
 - Radio
 - Internet
 - Yellow Pages
 - Billboards & Television
 - Additional Advertising Opportunities
- Using i9 Sports Marks (F-12)
- Required Advertising Expenditures (F-13)
 - Local Advertising Requirements
 - Marketing Fund
- Obtaining Advertising Approval (F-20)
- Public Relations (F-15)
 - i9 Sports contracted PR firms
 - Tips for writing an effective News Release
 - Additional suggestions to attract media attention
 - When you get media coverage, share it!
- Marketing Throughout your Territory
 - Guerilla Marketing
 - Word of Mouth / Referrals
 - Community Marketing Opportunities
 - Strategic Partnerships
 - Networking Events
 - Community Involvement (F-18)
 - Live Registrations / Sign-up Parties
- Additional Marketing Ideas
 - “Brownie” method of Marketing
 - Four ways to use your local paper for FREE publicity
 - Subscription donation
 - Help solve problems
 - Develop relationships with your customers
 - Sponsor industry related contests
 - Thank past customers
 - Ask for referrals
 - Charity participation
 - Co-sponsor an event
 - Invite a local or national celebrity to visit

- Offer special discounts/promotions
- Sales (D-1)
 - Handling Incoming Sales Calls (D-6)
 - Selling i9 Sports Youth Programs (D-16)
 - Selling Corporate Leagues (D-31)
 - Selling Sponsorships (D-33)
 - Customer Expectations (D-40)
- Ongoing Marketing Efforts
- i9 Sports Marketing Items Available for Purchase
 - Marketing Collateral Materials (F-21)
 - *Creative Request Form*
 - Promotional Items & Apparel
 - *Merchandise Order Form*
- Determining your Initial Marketing Mix
 - Diversity is Key
 - Most effective mediums to date
 - Marketing Plan Example
 - Open Discussion

Phase I Initial Training: Day 5

Field Training Preparation

Pre-Phase II Training Homework

Field & Other Out-Of-Office Administration

- Selling i9 Sports to Field Owners (D-18)
- Identifying Prospective Fields (D-18)
- Determine Decision-Makers (D-19)
- Contact Decision-Makers (D-21)
- Make Sales Presentation to Decision-Makers (D-22)
- Conduct Follow-up Procedures (D-23)
 - *Sample of Facility Thank You Letter*
 - *Sample of Facility Usage Proposal*
- Contract Guidelines (D-25)
- Make Field Improvements (D-25)
- Managing Field Permits (E-19)
- Case Studies (D-26)

Role Playing Exercise

Q & A Session and Training Wrap-Up

Phase II Field Training: Day 1-2

In-Territory Training

1. It is the nature of i9 Sports® Franchise business that all aspects of Initial Training and Field Training are integrated, that is, regardless of any day specified in the chart above, there are no definitive starting and stopping times; although the training is intended to be accomplished up to a 7 day training period.
2. The Initial Training and Field Training programs are supervised by Frank Fiume, whose background is described in Item 2. Training will be performed by a variety of personnel associated with us.

You, your Manager and/or previously trained and experienced managers may attend any periodic refresher training courses that we provide from time to time and pay the applicable fees (see Item 6). You also will have to pay us for training new managers hired after the i9 Sports® Franchise's opening. We may require that all of your employees must complete our classroom training program. Subsequent training program(s) conducted by you for your employees must be conducted by trainers that we have approved or certified, who have also satisfactorily completed our training. When training is onsite, you must provide an alternative training facility if we feel that construction or other distractions prevent us from satisfactorily performing the training on premises.

In addition to the above training schedule, if you are an Area Developer we will spend between one and two days providing you with a franchise compliance and franchise sales program.

Operations Manual.

The table of contents of our Manual is specified in Exhibit "D."

ITEM 12 TERRITORY

The franchise is granted for a geographic area that first must be approved by us (the "Network Area"). You must locate your offices for your i9 Sports® Business in your territory unless approved by us. Generally, each Network Area is determined by a population of persons, the type and number of Authorized Sports, and by metropolitan or statistical boundaries, street boundaries, zip codes or housing subdivisions or other criteria we choose. A single Network Area may or may not be a contiguous geographic area. You are granted a protected Network Area to operate i9 Sports® Franchise for the type of Customers we designate and for the types and number of Authorized Sports within the protected Network Area. Other i9 Sports® Franchises may market within your Network Area, but they cannot operate Events in your Network Area for the same type of Customer and Events for or in connection with the Authorized Sports (determined by Customer type) granted to you under your Franchise Agreement.. Our grant of the i9 Sports® Franchise does not include any option or promise to allow you to purchase any additional franchises, authorization for new types of Customers (Adult or Youth), additional sports or to expand your Network Area contiguously, or elsewhere. We or our affiliates operate the i9sports.com and/or abasports.com websites and may operate other websites we designate. We or our affiliates sell similar Products and Services through them to Customers located anywhere.

Rights We Retain.

We (and our affiliates) retain the right to:

1. provide, market, promote, sell, or distribute products and services authorized for i9 Sports® Franchises (either ourselves or through affiliate owned businesses or through independent contractors);

2. operate and grant to others the right to operate i9 Sports® Franchises on such terms and conditions as we deem appropriate;

3. operate and grant franchises to others to operate businesses, wherever located, specializing in the sale of products or provision of services other than those typically offered by an i9 Sports® Franchise and pursuant to such terms and conditions as we deem appropriate;

4. if your Franchise is only authorized for Youth Customers for your Authorized Sports, ourselves operate or grant Franchises for i9 Sports® Franchises servicing Adult Customers for or in connection with those Authorized Sports or other sports, inside or outside the Network Area using the Marks, Copyrights or System;

5. if your Franchise is only authorized for Adult Customers for your Authorized Sports, ourselves operate or grant Franchises for i9 Sports® Franchises servicing Youth Customers for or in connection with those Authorized Sports or other sports, inside or outside the Network Area using the Marks, Copyrights or System;

6. operate or grant Franchises for i9 Sports® Franchises in the Network Area offering sports for which you are not authorized at their Events regardless of the type of Customer;

7. operate catalog sales businesses or websites using the Marks, Copyrights or System, or otherwise offering any products or services which may be delivered within or outside your Network Area;

8. ourselves or grant to others franchises for i9 Sports® Franchises offering, to any type of Customer, sports for which your Events are not authorized (sports other than your Authorized Sports), inside or outside the Network Area using the Marks, Copyrights or System;

9. ourselves operate or grant franchises to others for i9 Sports® Franchises servicing any type of Customer and offering any sport, outside the Network Area using the Marks, Copyrights or System or not using the Marks, Copyrights or System; and

10. retain some or all of the profits derived from the sale of On-Line Retail Products and to distribute to i9 Sports® franchisees, some or all of those monies on a periodic basis and according to the rules we establish for the OLRDP from time to time, in our sole judgment.

Performance Standards.

You must meet the “**Performance Standards**” we designate for minimum performance and sales, distribution and performance as a provision of the Products or Services in order to maintain your exclusive operating rights in your Network Area. Performance Standards vary based on our sole judgment and on a case-by-case basis. They will be specified in the Franchise Agreement or an Exhibit to the Franchise Agreement. See Exhibit “B” to the Franchise Agreement.

You must meet the Performance Standards for the Network Area during each of the time periods specified for the Products, the Services and certain Events. If you do not achieve the Performance Standards, we may either: (a) terminate your exclusive rights to the Network Area and sell the Products and the Services directly or through others; (b) reduce the scope of the geographic area comprising the Network Area in which you will have exclusive marketing rights; or (c) terminate the Franchise Agreement.

On-Line Revenues Distribution Program.

OLRDP activities may take place in your Network Area.

Area Development Agreement

If you enter into an Area Development Agreement, you will receive a Development Area within which you will be required to open one i9 Sports Business and then be obligated to make certain that the agreed upon number of franchises are opened by third party franchisees over an agreed upon period of time (“Development Obligations”). So long as you meet the minimum Development Obligations, comply with all other provisions described in the Area Development Agreement, we will not establish or license others to establish a i9 Sports Business within the Development Area assigned to you. You maintain your rights to your Development Area even if the population increases.

**ITEM 13
TRADEMARKS**

Primary Trademark.

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your i9 Sports® Business. The primary trademarks and service marks we use is the “i9 Sports®” and other names, logos, symbols, and associated designs and trade dress. The status of the registration applications for the i9 Sports® Mark on the Principal Register of the United States Patent and Trademark Office (the “PTO”) is as follows:

Mark	Registration Date	Registration No.	Class/Use
i9 Sports®	February 24, 2004	2816247	041 (arranging and conducting amateur athletic leagues)
The Pros In Amateur Sports®	August 24, 2004	2877561	041 (arranging and conducting amateur athletic leagues)
A League Of Your Own SM	January 31, 2005	78557372	041 (arranging and conducting amateur athletic leagues)
Bringing Professionalism To Amateur Sports SM	January 31, 2005	78557382	041 (arranging and conducting amateur athletic leagues)
Franchise Manager TM	January 31, 2005	78557395	042 (computer software used to manage amateur sports franchise)

License of the Marks.

There are no agreements currently in effect which significantly limit our rights to use or license the use of our Marks in a manner material to the franchise. There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, cancellation or opposition proceedings or material litigation, involving the Marks. All required affidavits have been filed.

Use of the Marks.

You must follow our rules when you use the Marks or Copyrights. You cannot use any Mark or Copyright as part of your corporate or legal business name or with modifying words, designs or symbols (except for those we license to you). You cannot use any Mark or Copyright in connection with the

performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.

Infringements.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark or Copyright, or of any claim by any person of any rights in any Mark or Copyright, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We, in our sole judgment, may take such action as we deem appropriate and the right to control exclusively any litigation, PTO proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark or Copyright. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our interests in the Marks or Copyrights. The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark or copyright licensed to you by us or if the proceeding is resolved unfavorably to you.

Changes to the Mark.

If we determine that it becomes advisable for us and/or you to modify or discontinue the use of any Mark or Copyright and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. You are responsible for the expense of changing your i9 Sports® franchise signs. Further, we will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

Infringing Uses.

Other than as described above, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise.

We, our affiliates or licensors claim copyrights (the “**Copyrights**”) in the Manual, Event, Product or Service brochures, the i9sports.com website, the Software, the interior decor and the Event plans, product and service materials, advertising materials and related items used in operating the franchise. We may further register, develop, change, cancel, enhance or modify Copyrights at any time. We have not yet registered our Copyrights with the United States Registrar of Copyrights:

The Manual, which is described in Item 11, and other materials we possess contain our confidential information. This information includes: the Manual; System Standards; Services; methods for operating, managing, developing or coordinating Events; Product or Service Sales, marketing, distribution, performance, provision or rendering methods, techniques, equipment or supplies; Customer Liaison recruitment, training, coordination, recruiting, marketing or compensation methods; Event registration and sports statistics tracking and reporting methods, and techniques; Customer lists; referral sources; billing and collection methods; financial information; makeup and functions of the Software, Computer System, Billing System and other information about us and information about our Approved Suppliers; Preferred Vendors, strategic partners, business plans, employees, and independent contractors

(collectively, the “**Confidential Information**”). You acknowledge that we have expended and continue to expend great amounts of time, money and effort in devising and processing the Confidential Information. We consider the Confidential Information confidential and our trade secrets, where applicable.

All ideas, concepts, techniques and other newly-developed information or materials relating to an i9 Sports® Franchise, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners, must be promptly disclosed to us, will be considered our property and part of our franchise system and will be considered to be works made-for-hire for us. You and your owners must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. We may require your employees to sign our then current form of nondisclosure and non-competition agreement (i.e., the SCNA Agreement).

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the Copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the Copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the Copyrighted materials in any state. We are not required by any agreement to protect or defend Copyrights or confidential information, although we intend to do so when this action is in the best interests of i9 Sports® Franchise system.

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

Unless otherwise permitted by us to not to do so, you are required to actively operate the i9 Sports Franchise on a “full-time” basis. In addition, you must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert your best efforts to promote and enhance i9 Sports® Franchise and not engage in any other business or activity that conflicts with your obligations to operate the i9 Sports® Franchise in compliance with the Franchise Agreement. Our System Standards require that: (a) either you, or 1 of your principal owners (with ownership of at least 10% of your voting securities if you are a business organization (like a corporation, limited liability company or limited partnership)) must meet our qualifications for i9 Sports® Franchise managers and participate personally on a daily basis in the direct operation of the i9 Sports® Franchise; (b) at all times, the i9 Sports® Franchise must be managed by a general manager who has satisfactorily completed our initial training (you or one of your principal owners may fill one of these positions); and (c) each of those individuals (one of which must be one of your principal owners with at least a 10% ownership interest) must meet our System Standards for i9 Sports® Franchise managers. Our current System Standards (qualifications) for the i9 Sports® Franchise Managers are: (i) have management responsibility and authority over the i9 Sports® Franchise on a day-to-day basis; (ii) be actively employed or hired as an independent contractor on a full-time basis to manage the i9 Sports® Franchise's operations; and (iii) satisfactorily complete our Initial Training program and any other training programs we require during the term of your Franchise Agreement.

If you are a corporation, limited liability company or limited partnership or limited liability partnership, your owners must not only personally guarantee your obligations under the Franchise Agreement but also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. The form of Principal

Owner's Guaranty is attached as Exhibit "F." Your owners and managers must also agree to be bound by our standard form of SCNA, our current form of which is attached as Exhibit "E." We also require you to complete a Principal Owner's Statement in the form attached as Exhibit "G." The Principal Owner's Statement describes all of your owners and their interests in you.

If you are an Area Developer, you are permitted to hire a manager to run your i9 Sports Business on a full-time basis. But, you must perform your Development duties yourself and not delegate these to anyone else without our consent.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all Products, and perform, provide or render all Services, that we authorize for your Network Area and may require from time to time for i9 Sports® Franchises. You may not offer for sale any Products or perform, provide or render any Services that we have not authorized or for Customers for which you are not authorized. (See Items 8 and 9 and the Franchise Agreement.) Our System Standards may regulate required or authorized Products or Services, Product or Service categories and supplies. We have the right to change the types of required and/or authorized goods and services from time to time. There are no limits on our right to do so.

We designate the type of Authorized Sports you may offer at Events (e.g., in connection with Products and Services) and the type of Customers to whom you may offer them (Adult or Youth, or both).

Except as provided by the Preferred Vendor or Approved Supplier Programs, or the OLRDP we will not restrict you from soliciting the Customers for which your Network Area has been granted (Adult/Youth, or both) wherever located. But if you fail to meet Performance Standards (sales quotas) set out in your Franchise Agreement or Sports Expansion Addendum, we may either terminate your exclusive rights to your Network Area; reduce the scope of the geographic area comprising the Network Area; or terminate the Franchise Agreement.

You must not employ or continue to employ any person who does not meet our System Standards.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provision	Section in Franchise Agreement	Summary
(a) Term of the Franchise	Section 2.4	10 years
(b) Renewal or extension of the term	Section 18.1	If you are in good standing, you can acquire 1 successor franchise for an additional 10-year term on our then current terms and conditions.
(c) Requirements for you to renew or extend	Section 18.5	Continued compliance in the Franchise Agreement through the date of expiration, bring i9 Sports® Franchise into compliance with our then current specifications and standards, sign new Franchise Agreement and ancillary agreements, general releases, satisfactory completion of training and

		refresher programs and pay any fees including \$2,500 successor franchise fee.
(d) Termination by you	Section 20.1	If we breach the agreement and do not cure the breach after 30-days notice from you, you may terminate 30 days after you provide us with written notice of termination.
(e) Termination by us without cause	None	None
(f) Termination by us with cause	Section 20.3	We can terminate only if you commit one of several violations.
(g) "Cause" defined – defaults which can be cured	Section 20.2	Unless otherwise indicated, material breaches may be cured within 30 days of our notice to you.
(h) "Cause" defined – defaults which cannot be cured	Section 20.3	Non-curable defaults include: (a) making any material misrepresentation or omission to us in relation to our continuing business relationship; or (b) being convicted by a trial court of, plead no contest or enter into a consent decree in connection with any violation of the rules of the Securities and Exchange Commission, NASDAQ, franchise laws, state securities laws, or any felony or other crime or offense that is likely to adversely affect your reputation, our reputation or otherwise involving any breach of trust; or (c) making any unauthorized direct or indirect assignment of the Franchise Agreement; or (d) make any unauthorized use, duplication or disclosure of any Confidential Information; or (e) file a voluntary or involuntary petition in bankruptcy or have a petition in bankruptcy filed against you or you otherwise make an assignment for the benefit of creditors or experience any act of insolvency or enter into any proceedings for the benefit of creditors.
(i) Your obligations on termination/nonrenewal	Section 20.4	Obligations include payment of outstanding amounts, complete de-identification and return of confidential information (also see (r) below).
(j) Assignment of contract by us	Section 17.1	No restriction on our right to assign.
(k) "Transfer" by you- definition	Section 17.2	Voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in the Franchise Agreement, you or the i9 Sports® Franchise.
(l) Our approval of transfer by you	Sections 17.3 and 17.4;	We have the right to approve all transfers, even to a Business Entity controlled by you.
(m) Conditions for our approval of transfer	Section 17.3	New franchisee qualifies; you pay us all amounts due; transferee agrees to complete training; you or the transferee pays the cost of training; transferee agrees to be bound by terms and conditions of Franchise Agreement; transferee enters into our then-current form of Franchise Agreement; transferee agrees to

		upgrade to conform to our then-current System Standards and specifications; payment of transfer fee; we approve material terms; you subordinate amounts due to you; de-identify yourself; and you sign other documents we require – including general releases and confidentiality agreements (also see r below).
(n) Our right of first refusal to acquire your business	Section 17.8	We can match any offer for an ownership interest in you, your Franchise Agreement or your i9 Sports® Business provided that we may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments, our credit will be deemed equal to that of any proposed purchaser, we will have no less than 30 days to prepare for closing and we receive all customary representations and warranties, as we specify.
(o) Our option to purchase your business	None	
(p) Your death or disability	Sections 17.5 and 17.6	Franchise or an ownership interest in you must be assigned to an approved buyer within 6 months and must be run by a trained manager during the period prior to the assignment. Assignment is subject to our right of first refusal.
(q) Non-competition covenants during the term of the franchise	Sections 19.5	No interest in a competitive business, no controlling ownership interest in, or performance of services for, a competitive business anywhere, no recruiting or hiring of any person who is our employee or an employee of any i9 Sports® Franchise.
(r) Non-competition covenants after the franchise is terminated or expires	Section 17.8. and 19.5	No interest in competing business for 2 years: (i) within the Network Area; (ii) within any geographic territory that we have assigned to any one of our other i9 Sports® Franchises, employees, or franchisees, or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within 40 miles of any Network Area in existence or under development during the Term or as of the date of termination of the Franchise Agreement (same restrictions apply after assignment).
(s) Modification of the agreement	Section 25.12	No modifications except by written agreement, but Manual and System Standards are subject to change.
(t) Integration/merger clause	Sections 25.11 and 25.12	Only the terms of the Franchise Agreement (including the Manual, System Standards, addenda and exhibits) are binding (subject to state law). Any other promises may not be enforceable.
(u) Dispute resolution by arbitration or mediation	None	

(v) Choice of forum	Section 27.7; SCNA Agreement, Section 8(f)	Litigation must be in the appropriate courts with jurisdiction over Hillsborough County, Florida*; except for the SCNA Agreement. The SCNA Agreement requires litigation to be in the appropriate State and county courts where you are located.
(w) Choice of law	Section 25.6; SCNA Agreement, Section 8(f)	Florida law applies (subject to state law)*; except for the SCNA Agreement. The SCNA Agreement applies the law of the state where you are located.

Provision	Section in Development Agreement	Summary
(a) Term of the Franchise	Article II	10 years
(b) Renewal or extension of the term	Article II	If you meet conditions, you can have 2 additional 10-year terms.
(c) Requirements for you to renew or extend	Article	Give notice, compliance with Area Development Agreement, execute then-current Area Development Agreement, sign release, comply with current qualifications and requirements and pay the renewal fee.
(d) Termination by you	None	You may seek to terminate your Area Development Agreement on any ground permitted by law
(e) Termination by us without cause	None	
(f) Termination by us with cause	Article XI	Breach of Area Development Agreement and other grounds; see Article XI for details
(g) "Cause" defined – defaults which can be cured	Article XI	Breach of Area Development Agreement and other grounds, such as failure to pay fees, advertising, submitting false reports, see Article XI
(h) "Cause" defined – defaults which cannot be cured	Article XI	Breach of Area Development Agreement, such as filing for bankruptcy, assignment for the benefit of creditors or lease termination, felony or other crime conviction, repeated defaults, within a 12 month period, failure to comply with any requirements imposed by this agreement, any default under the Franchise Agreement, failure to fulfill requirements under Development Schedule, unauthorized transfer.
(i) Your obligations on termination/nonrenewal	Article XII	Obligations include cease to operate business; cease providing services or assistance to system franchisees; cease to use confidential methods, procedures and techniques; cease using the Marks and distinctive forms, slogans, signs, equipment, advertising materials, stationery, forms, symbols, and devices associated with system; cancel any assumed

		name or equivalent registration which contains the mark "i9 sports" or any other service mark or trademark and shall furnish us with evidence of cancellation; de-identification and payment of amounts due; pay all damages, costs, expenses and attorney's fees incurred by us as a result of a default or injunctive relief or other relief for enforcement of any provisions; turn over to us all materials related to operating the business; see Article XII for details
(j) Assignment of contract by us	Article VIII	No restriction on right to transfer
(k) "Transfer" by you-definition	Article VIII	Transfer all or substantially all of the assets of your business
(l) Our approval of transfer by you	Article VIII	We have the right to approve transfers
(m) Conditions for our approval of transfer	Article VIII	Includes payment of money owed, non-default, execution of release, transferee qualifications, execution of new agreement, refurbishment and payment of the transfer fee; must attend and complete our training class;
(n) Our right of first refusal to acquire your business	Article VIII	We can match any offer
(o) Our option to purchase your business	Article II	Upon expiration or termination, we can buy certain assets
(p) Your death or disability	Article	Area Developer must be assigned to approved buyer within 12 months
(q) Non-competition covenants during the term of the franchise	Article X	Includes prohibition on owning or operating business which sells similar services
(r) Non-competition covenants after the franchise is terminated or expires	Article X	Includes prohibition on owning or operating business which sells similar services for two years and located within 50 miles of any unit in the System
(s) Modification of the agreement	Article XXIII	Must be in writing by both parties
(t) Integration/merger clause	Article XX	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable
(u) Dispute resolution by arbitration or mediation	None	
(v) Choice of forum	Article XXI	Litigation must be in the appropriate courts with jurisdiction over Hillsborough County, Florida*; except for the SCNA Agreement. The SCNA Agreement requires litigation to be in the appropriate State and county courts where you are located.
(w) Choice of law	Article XXI	Florida law applies (subject to state law)*; except for the SCNA Agreement. The SCNA Agreement applies the law of the state where you are located.

These states have statutes that may supersede the Franchise Agreement and Development Agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [ILCS, Ch. 815, Sections 705/1-705/44], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions that may supersede the Franchise Agreement and Development Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

See any state-specific riders or addenda attached to this Circular.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise unless authorized to do so by us in writing.

ITEM 19
EARNINGS CLAIMS

We do not furnish or authorize Our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Franchise, except as stated below. Actual results vary from Franchise to Franchise and We cannot estimate the results of any particular franchisee. Except that below are costs per registration that are currently the fixed costs for i9 Sports® youth sports nationwide based upon the national pricing resulting from affiliations, partnerships, and i9 Sports® directly (Item 1 and Item 2) and these are SUBJECT TO CHANGE AT ANYTIME. certain UNAUDITED historical gross sales figures only of our affiliate, ABA Sports, Inc. which operated in the New York area (see Item 3). Substantiation of the data used in preparing these gross sales amounts is available upon your reasonable request.

Nationwide Cost Per Registration for
i9 Sports® Youth Flag Football Leagues, i9 Sports® Youth Basketball Leagues,
& i9 Sports® Youth Sports Development Programs

YOUTH BASKETBALL – COST PER REGISTRATION	\$ Amount
i9 Sports Reversible Jersey, Basketballs, Certificate of Excellence, Player & Coaches Guides	\$15
Participant & Venue Insurance	\$6.32
Coaches Background Check (based on standard 8 players per team)	\$.050
Division Champion Trophies (based on 8 players per team x 6 teams per div.)	\$0.83
YOUTH BASKETBALL COST PER REGISTRATION	\$22.55 (1)

YOUTH FLAG FOOTBALL – COST PER REGISTRATION	\$ Amount
Jersey, Participant Insurance, Footballs, Flagbelts, Certificate of Excellence, Player & Coaches Guides	\$15

Venue Insurance	\$5.44
Coaches Background Check (based on standard 8 players per team)	\$0.050
Official i9 Sports T-Shirt	\$3.65
Division Champion Trophies (based on 8 players per team x 6 teams per div.)	\$0.83
YOUTH FLAG FOOTBALL COST PER REGISTRATION	\$25.42 (1)

YOUTH SPORTS DEVELOPMENT - COST PER REGISTRATION	\$ Amount
Equipment, Game Supplies, Balls, & Participant Manual	\$3.50 to \$5.15
Participant & Venue Insurance	\$4.94 to \$5.77
Official i9 Sports T-Shirt	\$3.65
Participant Trophy & Certificate of Excellence	\$3.95
YOUTH SPORTS DEVELOPMENT COST PER REGISTRATION	\$16.04 to \$18.52 (2)

Gross Receipts of Affiliate-Owned
for the period of time covering Years 1 through 9 (3)

Year	Territory	# of Adult Sports	Totals
Year 1	Suffolk County Only	1	\$38,710
Year 2	Suffolk County Only	1	\$52,735
Year 3	Suffolk County Only	1	\$73,395
Year 4	Suffolk County Only	1	\$95,143
Year 5	Suffolk & Nassau County	1	\$121,296
Year 6	Suffolk & Nassau County	1	\$248,926
Year 7	Suffolk & Nassau County	1	\$423,050
Year 8	Suffolk & Nassau County	1	\$597,332
Year 9	Suffolk & Nassau County	2	\$739,918

- (1) Does not include start-up costs, the cost of officials or venue rental which vary geographically, advertising, royalties, credit card fees, and cost of doing business (i.e. internet access, telephone, copies, mailing costs, etc.). All fixed and variable costs are subject to change.
- (2) Does not include start-up costs, the cost of venue rental which vary geographically, advertising, royalties, credit card fees, and cost of doing business (i.e. internet access, telephone, copies, mailing costs, etc.). All fixed and variable costs are subject to change.
- (3) In the chart above, each year represents only this one location's gross sales. This location was sold January 2, 2004 and is now owned by a franchisee. The gross sales totals increased significantly from 1995 (Year 1) to 2003 (Year 9) due to increased business volume. Between 1995 and 1999 the annual increases averaged 30% per year. This was achieved by out marketing the competition and providing a higher level of customer service than the competition. The increases in 2000 and 2001 were 105% and 70% respectively. This was due to the owner devoting full time efforts to the operation, started accepting all major credit cards and had a new web site. Also, in 1999 the operations expanded into a second county within its territory. The 2000 and 2001 increases were also attributable to this. Throughout this time period, the owner devoted more advertising, marketing and promotions than his competition to the operations. The franchise program being offered today would be comparable to the business that was in operation at year 1995, 1999 and 2003. 2004 represents the first full year of operation by the franchisee.

THE SUCCESS OF YOUR FRANCHISE WILL DEPEND LARGELY UPON YOUR INDIVIDUAL ABILITIES AND YOUR MARKETPLACE, AND THE FINANCIAL RESULTS OF YOUR FRANCHISE ARE LIKELY TO DIFFER, POSSIBLY SIGNIFICANTLY, FROM THE RESULTS OF THE ABOVE AFFILIATE-OWNED BUSINESS. FURTHER, WE DO NOT REPRESENT, WARRANT OR OTHERWISE GUARANTEE THAT ANY FRANCHISEE WILL ATTAIN THESE SALES FIGURES. A NEW FRANCHISEE'S INDIVIDUAL FRANCHISE RESULTS ARE LIKELY TO DIFFER FROM THE RESULTS STATED ABOVE.

The cost per registration figures set forth above are based on our nationwide pricing as of March 21, 2005 which are the result of affiliations, partnerships, and purchases from us directly. **The figures used in this statement are subject to change and are based on Youth Flag Football (Ages 3-17), Youth Basketball (Ages 3-17), & Youth Development Programs (Ages 3-7) only. Cost per registration for other youth sports (or adult programs – Ages 18 & Over) may or may not be similar due to various factors.**

The gross receipt figures set forth in this statement have not been audited by Franchisor. **The figures used in this statement are gross receipts figures only. Net income will vary from Franchise to Franchise depending upon such factors as rental or real estate costs, costs of goods sold, labor costs and other costs relating to the operation of the Franchise.**

This affiliate-owned business offered substantially the same products and services to the public as will an i9 Sports franchisee.

We believe that this Statement is consistent with generally accepted accounting principles, to the extent applicable.

THESE GROSS SALES ARE OF A SPECIFIC AFFILIATE-OWNED AND OPERATED SPORTS BUSINESS AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR PROBABLE SALES THAT WILL BE REALIZED BY ANY FRANCHISE OWNER. i9 SPORTS FRANCHISE DOES NOT REPRESENT THAT ANY FRANCHISE OWNER CAN EXPECT TO ATTAIN SUCH GROSS SALES, YOUR RESULTS WILL VARY AND SUCH VARIANCES MAY BE MATERIAL AND ADVERSE TO THE SALES SHOWN HERE. WE DO NOT REPRESENT THAT YOU WILL GENERATE SALES EQUAL TO OR EVEN SIMILAR TO THOSE STATED ABOVE. YOU SHOULD ONLY USE THE ABOVE INFORMATION ONLY AS A REFERENCE IN CONDUCTING YOUR OWN ANALYSIS. WE STRONGLY URGE YOU TO CONSULT WITH YOUR FINANCIAL ADVISOR OR PERSONAL ACCOUNTANT CONCERNING FINANCIAL ANALYSIS THAT YOU SHOULD MAKE IN DETERMINING WHETHER OR NOT TO PURCHASE AN i9 SPORTS FRANCHISE. WE SPECIFICALLY INSTRUCT OUR SALES PERSONNEL, AGENTS, EMPLOYEES AND OFFICERS THAT THEY MAY NOT MAKE ANY CLAIMS OR STATEMENTS AS TO EARNINGS, SALES OR PROFITS, OR PROSPECTS OR CHANCES OF SUCCESS OF AN i9 SPORTS FRANCHISE OTHER THAN WHAT IS STATED IN THIS ITEM 19. THEY ARE AUTHORIZED TO REPRESENT OR ESTIMATE DOLLAR FIGURES AS TO A FRANCHISE'S OPERATION OTHER THAN WHAT IS SHOWN ABOVE. EXCEPT AS PROVIDED BY APPLICABLE LAW, WE WILL NOT BE BOUND BY ALLEGATIONS OF ANY UNAUTHORIZED REPRESENTATION AS TO EARNINGS, SALES, PROFITS, OR PROSPECTS OR CHANCES FOR SUCCESS, AND YOU WILL BE REQUIRED TO ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY SUCH REPRESENTATION IN PURCHASING YOUR i9 SPORTS FRANCHISE.

SUBSTANTIATION OF THE DATA USED IN PREPARING THESE SALE FIGURES WILL BE MADE AVAILABLE TO YOU UPON REASONABLE REQUEST. THE INFORMATION PRESENTED ABOVE HAS NOT BEEN AUDITED.

**ITEM 20
LIST OF OUTLETS**

**FRANCHISED OUTLETS STATUS SUMMARY
FOR YEARS ENDED DECEMBER 31, 2003/2004/2005**

State	Transfer	Cancelled or Terminated	Not Renewed	Reacquired By Franchisor	Otherwise Left the System	Total From Left Columns	Franchises Operating at Year End
Alabama	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Alaska	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Arizona	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/2
Arkansas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
California	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/3
Colorado	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/1
Connecticut	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Delaware	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
District of Columbia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Florida	0/0/0	0/0/1	0/0/0	0/0/0	0/0/0	0/0/0	0/2/6
Georgia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Hawaii	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Idaho	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Illinois	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/1
Indiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Iowa	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Kansas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Kentucky	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Louisiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Maine	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Maryland	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Massachusetts	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Michigan	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Minnesota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Mississippi	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Missouri	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Montana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Nebraska	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Nevada	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New Hampshire	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New Jersey	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/1/2
New Mexico	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New York	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/1/3
North Carolina	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/1/2
North Dakota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Ohio	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/3
Oklahoma	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Oregon	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Pennsylvania	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/1/1
Rhode Island	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0

State	Transfer	Cancelled or Terminated	Not Renewed	Reacquired By Franchisor	Otherwise Left the System	Total From Left Columns	Franchises Operating at Year End
South Carolina	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
South Dakota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Tennessee	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/1/1
Texas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/1/3
Utah	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Vermont	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Virginia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Washington	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
West Virginia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Wisconsin	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/2
Wyoming	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
TOTAL	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/8/30

*See Item 1 for description of company-owned i9 Sports® Franchises. This chart does not include our or our affiliate's company-owned ABA Sports Businesses. The next chart in this Item provides information regarding our or our affiliate's company owned ABA Sports Businesses. In January, 2004, our affiliate's company-owned ABA Sports Business was sold and its business activities are now conducted by an i9® Sports Franchisee.

**STATUS OF COMPANY*-OWNED i9 SPORTS® FRANCHISES
FOR THE YEARS ENDED DECEMBER 31, 2003/2004/2005**

STATE	i9 SPORTS® NETWORKS CLOSED DURING YEAR	i9 SPORTS® NETWORKS OPENED DURING YEAR	TOTAL i9 SPORTS® NETWORKS OPERATING AT YEAR END (PERIOD END)
Florida	0/0/0	0/0/0	0/0/0
New York	0/0/0	0/0/0	0/0/0
Total:	0/0/0	0/0/0	0/0/0

*Includes affiliate-owned ABA Sports Businesses. In January, 2004, the ABA Sports Business in New York was sold via an asset purchase deal to our current New York i9 Sports® Franchise Owner. We no longer have any affiliate-owned ABA Sports Businesses. See Item 1. We have no Company-owned i9 Sports® Franchises.

PROJECTED OPENINGS THROUGH DECEMBER 31, 2006

STATE	FRANCHISE AGREEMENTS SIGNED BUT i9 SPORTS® FRANCHISES NOT OPEN	PROJECTED FRANCHISED NEW i9 SPORTS® FRANCHISES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED i9 SPORTS® FRANCHISES OPENING IN NEXT FISCAL YEAR
Alabama	0	0	0
Alaska	0	0	0
Arizona	1	0	0
Arkansas	0	0	0

STATE	FRANCHISE AGREEMENTS SIGNED BUT i9 SPORTS® FRANCHISES NOT OPEN	PROJECTED FRANCHISED NEW i9 SPORTS® FRANCHISES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED i9 SPORTS® FRANCHISES OPENING IN NEXT FISCAL YEAR
California	1	5	0
Colorado	3	0	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	1	5	0
Georgia	0	2	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	2	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	1	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	1	1	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	1	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	1	0
New Hampshire	0	0	0
New Jersey	2	3	0
New Mexico	0	0	0
New York	0	5	0
North Carolina	0	1	0
North Dakota	0	0	0
Ohio	0	2	0
Oklahoma	1	0	0
Oregon	0	0	0
Pennsylvania	0	2	0
Rhode Island	0	0	0
South Carolina	0	1	0
South Dakota	0	0	0
Tennessee	1	0	0
Texas	0	2	0
Utah	0	0	0
Vermont	0	0	0
Virginia	1	1	0
Washington	0	0	0

STATE	FRANCHISE AGREEMENTS SIGNED BUT i9 SPORTS® FRANCHISES NOT OPEN	PROJECTED FRANCHISED NEW i9 SPORTS® FRANCHISES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED i9 SPORTS® FRANCHISES OPENING IN NEXT FISCAL YEAR
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
TOTAL	13	36	0

A list of the names of all franchisees and the addresses and telephone numbers of their Franchised Business are provided in Exhibit H to this Offering Circular.

The name and last known home address and telephone number of every franchisee who has had a Franchised Business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of our application date will be listed on Exhibit I when applicable.

**AREA DEVELOPERS
FRANCHISED OUTLETS STATUS SUMMARY
FOR YEARS ENDED DECEMBER 31, 2003/2004/2005**

State	Transfer	Cancelled or Terminated	Not Renewed	Reacquired By Franchisor	Otherwise Left the System	Total From Left Columns	Franchises Operating at Year End
Alabama	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Alaska	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Arizona	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Arkansas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
California	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Colorado	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Connecticut	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Delaware	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
District of Columbia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Florida	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Georgia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Hawaii	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Idaho	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Illinois	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Indiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Iowa	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Kansas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Kentucky	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Louisiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Maine	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Maryland	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Massachusetts	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0

State	Transfer	Cancelled or Terminated	Not Renewed	Reacquired By Franchisor	Otherwise Left the System	Total From Left Columns	Franchises Operating at Year End
Michigan	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Minnesota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Mississippi	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Missouri	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Montana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Nebraska	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Nevada	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New Hampshire	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New Jersey	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New Mexico	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New York	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
North Carolina	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
North Dakota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Ohio	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Oklahoma	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Oregon	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Pennsylvania	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Rhode Island	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
South Carolina	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
South Dakota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Tennessee	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Texas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Utah	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Vermont	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Virginia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Washington	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
West Virginia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Wisconsin	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Wyoming	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
TOTAL	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0

PROJECTED OPENINGS THROUGH DECEMBER 31, 2006

STATE	DEVELOPMENT AGREEMENTS SIGNED BUT i9 SPORTS® FRANCHISES NOT OPEN	PROJECTED FRANCHISED NEW i9 SPORTS® AREA DEVELOPERS IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED i9 SPORTS® FRANCHISES OPENING IN NEXT FISCAL YEAR
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	0	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0

STATE	DEVELOPMENT AGREEMENTS SIGNED BUT i9 SPORTS® FRANCHISES NOT OPEN	PROJECTED FRANCHISED NEW i9 SPORTS® AREA DEVELOPERS IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED i9 SPORTS® FRANCHISES OPENING IN NEXT FISCAL YEAR
Florida	0	0	0
Georgia	0	0	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	0	0	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	0	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
TOTAL	0	0	0

A list of the names of all franchisees, area developers, and the addresses and telephone numbers of their Franchised Business are provided in Exhibit H to this Offering Circular.

The name and last known home address and telephone number of every franchisee or area developer who has had a Franchised Business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of our application date will be listed on Exhibit I when applicable.

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements as of December 31, 2003, December 31, 2004, and December 31, 2005.

Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this offering circular:

1. Franchise Agreement - Exhibit B
2. Development Agreement - Exhibit C
3. Staff Confidentiality and Non-Competition Agreement - Exhibit E
4. Principal Owner's Guaranty - Exhibit F
5. Principal Owner's Statement - Exhibit G
6. Franchise Compliance Certification - Exhibit M

ITEM 23
RECEIPT

Two copies of an acknowledgment of your receipt of this Offering Circular appear at the end of the Offering Circular. Please return one signed copy to us and retain the other for your records.