

Form C

ADD COMMENT

Cover Page

Name of issuer:

Franchise League Sports, Inc.

Legal status of issuer:

Form:

Corporation

Jurisdiction of Incorporation/Organization:

DE

Date of organization:

7/1/2025

Physical address of issuer:

31 Ocean Terrace
Long Branch, NJ 07740

Website of issuer:

franchiseleaguefootball.com

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC file number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283503

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

7.9% of the offering amount upon a successful fundraiser, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the Issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

No

Type of security offered:

- Common Stock
- Preferred Stock
- Debt
- Other

Describe the security offered:

Simple Agreement for Future Equity (SAFE)

Target number of securities to be offered:

50,000

Price:

\$1.00

Method for determining price:

Pro-rated portion of the total principal value of \$50,000; interests will be sold in increments of \$1; each investment is convertible to one share of stock as described under Item 13.

Target offering amount:

\$50,000.00

Oversubscriptions accepted:

Yes

No

Disclose how oversubscriptions will be allocated:

Pro-rata basis

First-come, first-served basis

Other

Describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

\$3,000,000.00

Deadline to reach the target offering amount:

4/30/2027

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be canceled and committed funds will be returned.

Current number of employees:

1

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	\$330,588.22	\$0.00
Cash & Cash Equivalents:	\$76,715.28	\$0.00
Accounts Receivable:	\$0.00	\$0.00
Current Liabilities:	\$4,371.05	\$0.00
Non-Current Liabilities:	\$100,000.00	\$0.00
Revenues/Sales:	\$2,769.00	\$0.00
Cost of Goods Sold:	\$0.00	\$0.00
Taxes Paid:	\$0.00	\$0.00
Net Income:	(\$123,782.83)	\$0.00

Select the jurisdictions in which the issuer intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, B5, GU, PR, VI, 1V

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to

repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer:

Franchise League Sports, Inc.

COMPANY ELIGIBILITY

2. Check this box to certify that all of the following statements are true for the issuer. [?]

- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
- Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

- Yes
 No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Main Employer	Year Joined
Renee Miller, PhD	Executive	Franchise League Sports	2025
David Sukoff	Executive	Franchise League Sports	2025
Chris Danielian	Executive	PMC Treasury	2026

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

[?]

Officer	Positions Held	Year Joined
Renee Miller, PhD	CEO	2025
David Sukoff	CFO	2025

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

[?]

Name of Holder	% of Voting Power Prior to Offering
David Sukoff	20%+

Business and Anticipated Business Plan

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer. ②

Please review your Wefunder profile carefully to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.

For a description of our business and our business plan, please refer to the attached [Appendix A, Business Description & Plan](#).

RISK FACTORS

8. Discuss the material factors that make an investment in the issuer speculative or risky: ②

A crowdfunding investment involves risk. Investors should not invest any funds unless they can afford to lose the entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

The Company may never receive a future equity financing or elect to convert the Securities upon such future financing. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an IPO. If neither the conversion of the Securities nor a liquidity event occurs, the Purchasers could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. The Securities are not equity interests, have no ownership rights, have no rights to the Company's assets or profits and have no voting rights or ability to direct the Company or its actions.

Our future success depends on the efforts of a small management team. The loss of services of the members of the management team may have an adverse effect on the company. There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our business.

Our fantasy football platform requires access to real-time and historical NFL player statistics, game scores, injury reports, and other data to function properly. We depend on third-party data providers to supply this information, and we have ongoing costs associated with licensing and accessing these data feeds. If our data providers experience technical failures, increase their pricing beyond our ability to pay, terminate their services, or fail to provide accurate and timely data, our platform's functionality would be severely compromised or completely inoperable. Users expect real-time scoring updates and accurate player information, and any delays, inaccuracies, or outages could result in user dissatisfaction, subscription cancellations, and reputational harm. Additionally, the market for sports data is concentrated among a limited number of providers, which reduces our negotiating leverage and increases our vulnerability to price increases or unfavorable contract terms. We may not be able to pass increased data costs on to users without negatively impacting subscription rates, which could compress our margins or make our business model unsustainable.

An investment in Franchise League Sports, Inc. is highly speculative and involves a substantial degree of risk. You should invest only if you can afford to lose your entire investment. The company is in an early stage of development with a limited operating history, unproven business model, and no assurance of achieving profitability or successfully executing its business plan. The company faces significant competition, operational challenges, and market uncertainties that could prevent it from succeeding. Many early-stage companies fail, and there is a substantial likelihood that the company will not succeed and will cease operations, in which case your investment would become worthless. Even if the company achieves some level of success, there is no guarantee that the value of your securities will increase or that you will be able to realize any return on your investment. The company may require multiple rounds of future financing that could significantly dilute your ownership percentage, and any return on your investment will depend on the company achieving a successful exit event such as an acquisition or public offering, which may never occur. You should not invest unless you understand and can bear the risk of losing your entire investment.

The fantasy sports market is highly competitive and dominated by established platforms operated by major media and technology companies, including ESPN, Yahoo Sports, Sleeper, and others. These competitors have substantial advantages over us, including vastly larger user bases, greater financial resources, established brand recognition, existing relationships with sports leagues and media partners, and the ability to offer fantasy sports as part of broader sports media ecosystems at little or no cost to users. Many of these competitors offer their fantasy football platforms for free and monetize through advertising or as part of larger subscription bundles, making it difficult for us to compete on price. Our competitors can also invest heavily in product development, marketing, and user acquisition in ways that we cannot match with our limited resources. Additionally, these established platforms benefit from network effects, where the value of their service increases as more users join, making it difficult for new entrants to attract users away from platforms where their friends and colleagues already participate. If we cannot differentiate our product sufficiently to overcome these competitive disadvantages, we may be unable to achieve meaningful market share or sustainable growth.

Franchise League Football offers a significantly more complex fantasy sports experience than traditional season-long fantasy football leagues. Our platform requires users to understand and manage multi-year player contracts, salary cap constraints, restricted free agency, unrestricted free agency, college football drafts, and long-term franchise building strategies. This complexity is intentional and represents our core differentiation, but it also creates barriers to user adoption. Most fantasy football participants are accustomed to simpler formats where leagues reset each season and require minimal long-term planning or financial management. Convincing users to invest time in learning our system, commit to multi-year league participation, and pay subscription fees for a more complex experience represents a significant market education and behavior change challenge. If users perceive our platform as too complicated, too time-consuming, or not sufficiently more enjoyable than free alternatives, we may be unable to achieve the user adoption necessary to build a sustainable business. Our target market may be limited to a niche segment of highly engaged fantasy sports enthusiasts, which could constrain our growth potential.

We have not achieved profitability and have incurred net losses since our inception. We expect to continue to incur significant losses as we invest in product development, user acquisition, marketing, and infrastructure to grow our business. Our ability to achieve profitability depends on our ability to generate sufficient subscription revenue to exceed our operating expenses, including costs for data licensing, hosting and infrastructure, customer acquisition, product development, and general administrative expenses. Given our early stage and limited operating history, we cannot predict with certainty when, or if, we will achieve profitability. Our path to profitability requires us to successfully acquire users at sustainable costs, convert them to paying subscribers, retain them across multiple seasons, and scale our operations efficiently. If we are unable to grow our user base and revenue faster than our expenses increase, or if our customer acquisition costs prove to be higher than anticipated, we may never achieve profitability. Continued losses could impair our ability to raise additional capital, retain personnel, or continue operations.

The proceeds from this offering will be used primarily for user acquisition, marketing, and continued product development, but will not be sufficient to fund our operations indefinitely or to fully execute our business plan. We will need to raise additional capital in the future to continue developing our platform, expand into additional sports, scale our user base, and sustain operations until we achieve positive cash flow. We do not currently have any commitments or arrangements for additional financing, and there can be no assurance that we will be able to obtain additional funding on acceptable terms, or at all. Our ability to raise additional capital will depend on numerous factors, many of which are beyond our control, including market conditions for technology and sports-related companies, investor appetite for early-stage investments, our progress in achieving user growth and revenue milestones, and general economic conditions. If we are unable to obtain sufficient additional financing when needed, we may be forced to significantly curtail our product development plans, reduce or eliminate marketing expenditures, delay or abandon expansion into additional sports, or cease operations entirely. Any additional equity financing will result in dilution to existing investors, and any debt financing, if available, may impose restrictive covenants that limit our operational flexibility.

Franchise League Football is built entirely around NFL football, and our business depends on the NFL conducting regular seasons with a full schedule of games. Any significant disruption to NFL operations would have a severe and immediate impact on our business. Potential disruptions could include labor disputes between the NFL and its players' union, health and safety concerns such as pandemics or disease outbreaks, natural disasters affecting multiple teams or stadiums, acts of terrorism, or other unforeseen events. The COVID-19 pandemic demonstrated that professional sports leagues can face significant operational challenges that result in delayed, shortened, or modified seasons. If the NFL were to cancel games, shorten its season, or suspend operations for any period of time, user engagement with our platform would decline dramatically, and we would likely experience subscription cancellations and an inability to attract new users. Because our revenue is already highly concentrated during the NFL season, any disruption to that season would eliminate substantially all of our revenue for that year while our fixed costs would continue. We have no control over NFL operations and no ability to mitigate these risks, and we do not maintain business interruption insurance that would cover losses resulting from NFL disruptions.

The fantasy sports industry operates in a complex regulatory environment that varies significantly across different states and jurisdictions. While fantasy sports contests based on skill have generally been distinguished from gambling in many jurisdictions, the legal landscape continues to evolve, and there is no uniform federal framework governing fantasy sports operations. Some states have enacted specific legislation regulating fantasy sports platforms, which may require licensing, registration, consumer protection measures, or other compliance obligations. Other states have ambiguous or untested legal frameworks that create uncertainty about the permissibility of fantasy sports operations. Our subscription-based model and the structure of our leagues may be subject to scrutiny under state gaming and gambling laws, particularly as we involve elements like free agency bidding and salary cap management that could be characterized as having gambling-like features. Changes in federal or state laws or regulations, or new interpretations of existing laws by regulatory authorities or courts, could require us to modify our product, obtain licenses, implement costly compliance measures, restrict our operations in certain jurisdictions, or cease operations entirely. Additionally, if our platform were to be classified as a gambling operation in any jurisdiction, we could face significant legal liability, fines, or criminal penalties, and our reputation and business could be severely harmed.

Our business involves the collection, storage, and processing of personal information from our users, including names, email addresses, payment information, and potentially other personal data. We are subject to various federal and state laws and regulations governing data privacy and security, including state data breach notification laws and consumer privacy statutes. As our business grows, we may become subject to additional regulatory requirements, including the California Consumer Privacy Act and similar state laws. We must implement and maintain appropriate technical and organizational measures to protect user data from unauthorized access, loss, or disclosure. However, cyber threats are constantly evolving, and we may not be able to anticipate or prevent all potential security breaches. As a small company with limited resources, we may lack the sophisticated security infrastructure and expertise that larger

competitors can deploy. If we experience a data breach or security incident that results in unauthorized access to user information, we could face significant costs related to investigation, remediation, legal liability, regulatory fines, and notification obligations. Additionally, any security incident could severely damage our reputation, erode user trust, and result in user attrition and difficulty acquiring new users. We could also face litigation from affected users or regulatory enforcement actions, which could be costly to defend regardless of the outcome.

Franchise League Sports, Inc. was incorporated in July 2025 and has a very limited operating history. We have only recently launched our initial product and are in the early stages of testing customer acquisition channels. This limited history makes it difficult for investors to evaluate our business model, management capabilities, or prospects for success. We have not yet demonstrated that our fantasy football platform can achieve sustained user growth, retention, or profitability. Our business is subject to all the risks inherent in a new enterprise, including the substantial possibility that we will not be able to successfully implement our business plan, achieve market acceptance for our product, or generate sufficient revenue to sustain operations. Investors should evaluate an investment in our securities in light of the uncertainties and complexities affecting an early-stage company in a competitive market.

We currently have only one employee, who serves as our founder and is responsible for all aspects of our business operations, including product development, marketing, customer acquisition, and strategic decision-making. Our entire business depends on the continued services, experience, and expertise of this individual. If our founder were to become unable or unwilling to continue in their current role due to illness, disability, death, or any other reason, our business operations would be severely disrupted and we may be unable to continue as a going concern. We do not maintain key person life insurance on our founder. Additionally, as a single-person operation, we lack the organizational depth and redundancy that would allow us to continue operations if our founder were temporarily or permanently unavailable. There can be no assurance that we will be successful in attracting and retaining additional personnel we require to successfully grow our business, and our ability to do so will depend in part on our financial resources and the success of our fundraising efforts.

Franchise League Football operates on a subscription-based business model that requires users to pay for access to our fantasy football platform. We have limited data on user acquisition costs, conversion rates, subscription renewal rates, or long-term customer lifetime value. While we have conducted early customer acquisition campaigns, we cannot be certain that our current pricing model, promotional strategies, or product features will result in sufficient paid subscriptions to cover our operating costs and achieve profitability. Our platform requires users to commit to multi-year keeper leagues with contracts and salary cap management, which represents a significant departure from traditional single-season fantasy football formats. This complexity may limit our addressable market to more sophisticated fantasy sports enthusiasts and may create barriers to user adoption. If users find our platform too complex, if they are unwilling to pay subscription fees when free alternatives exist, or if they do not perceive sufficient value in our unique features, we may fail to achieve the user growth necessary to sustain our business.

Our business depends on our ability to protect our proprietary platform, algorithms, user interface designs, brand identity, and other intellectual property. We rely primarily on trade secrets, proprietary know-how, and confidential information to protect our technology and business methods. We may also rely on trademark protection for our brand name and logo. However, we have not disclosed whether we have obtained any patents, registered trademarks, or other formal intellectual property protections. Trade secret protection requires us to maintain the confidentiality of our proprietary information, but such information could be independently developed by competitors, reverse-engineered, or disclosed by current or former employees or contractors. As a small company with limited resources, we may not be able to adequately monitor for or enforce our intellectual property rights against infringement or misappropriation. Additionally, we could face claims from third parties alleging that our platform infringes their intellectual property rights, including patents, copyrights, or trademarks. Defending against such claims, even if meritless, could be extremely costly and time-consuming, and could divert management attention from operating our business. If we were found to infringe third-party intellectual property rights, we could be required to pay substantial damages, obtain licenses on unfavorable terms, modify our platform, or cease certain operations, any of which could materially harm our business.

Our platform is built on and depends upon third-party technology infrastructure and services, including cloud hosting providers, mobile app distribution platforms, payment processors, and other technology vendors. We likely rely on major cloud service providers for hosting our application and storing user data, and we depend on Apple's App Store and potentially Google Play Store for mobile app distribution. Any disruption, outage, or degradation in the performance of these third-party services could make our platform unavailable or unusable for our users. We have limited control over these third-party providers and limited ability to prevent or quickly resolve service disruptions. Additionally, these providers may change their terms of service, increase their pricing, modify their technical requirements, or terminate their services, any of which could require us to make costly changes to our platform or migrate to alternative providers. Mobile app stores in particular maintain strict guidelines and review processes, and any violation of their policies could result in our app being removed from their platforms, which would prevent new users from downloading our app and could prevent existing users from receiving updates. If we were unable to distribute our mobile app or if our hosting infrastructure experienced significant downtime during critical periods such as the NFL season, we could lose users, face subscription cancellations, and suffer lasting reputational damage.

Our business is substantially dependent on the NFL football season, which runs from late summer through early winter each year. User engagement, subscription sign-ups, and revenue generation are heavily concentrated in the period leading up to and during the NFL season, particularly during the preseason when fantasy football participation is at its peak. This seasonal concentration creates significant challenges for our business operations. We must generate sufficient revenue during a limited window to fund operations throughout the entire year, including periods of minimal user activity and revenue generation. If we experience lower-than-expected user acquisition during a critical preseason period, or if the NFL season is disrupted due to labor disputes, health crises, or other factors

beyond our control, our annual revenue could be severely impacted. Additionally, our marketing and customer acquisition efforts must be precisely timed to coincide with peak fantasy football interest, and any delays in product readiness or marketing execution could cause us to miss critical seasonal opportunities that cannot be recovered until the following year.

Franchise League Football is built around multi-year player contracts, salary cap management, and dynasty-style franchise ownership that persists year-over-year. This long-term structure is central to our product differentiation but also creates significant operational and user experience risks. If league participants abandon their franchises mid-contract or fail to return for subsequent seasons, it can disrupt the competitive balance and strategic integrity of entire leagues, potentially causing other engaged users to lose interest and abandon the platform. Unlike traditional single-season fantasy leagues that reset annually, our keeper league format means that user attrition has compounding negative effects on the remaining participants. We may need to implement complex mechanisms to handle abandoned franchises, contract obligations, and league continuity, which could require significant product development resources and may not fully preserve the user experience for remaining participants. If we cannot maintain high user retention rates across multiple seasons, the fundamental premise of our long-term franchise management system may fail to deliver value to users.

We are offering Simple Agreements for Future Equity, or SAFEs, which are not traditional equity securities and do not represent current ownership in the company. SAFEs are contractual rights to receive equity in the future upon the occurrence of specific triggering events, typically a future priced equity financing or a liquidity event such as a sale of the company. However, there is no guarantee that any such triggering event will occur, and SAFEs have no maturity date, meaning your investment could remain in SAFE form indefinitely. The terms upon which your SAFE will convert into equity, including the valuation of the company and the resulting ownership percentage you will receive, cannot be determined at this time and will depend on the terms of future financing rounds that have not yet been negotiated. While the SAFEs include a valuation cap and discount, the actual value you receive upon conversion will depend on numerous factors beyond your control, including the company's performance, market conditions, and the terms negotiated with future investors. If the company is acquired or undergoes a liquidity event before a priced equity round, the return you receive may be limited or calculated in ways that do not fully reflect the company's value. If the company fails or ceases operations before a conversion event occurs, your SAFE may expire worthless and you could lose your entire investment.

There is currently no public market for the securities being offered, and we do not expect that a public market will ever develop. The securities have not been registered under the Securities Act of 1933 or any state securities laws, and they may not be sold or transferred except in compliance with applicable registration requirements or pursuant to an available exemption from registration. Even if you are able to find a willing buyer for your securities, transfer restrictions and the lack of a public market will make it extremely difficult to sell your investment. Additionally, securities purchased in this offering are subject to a minimum one-year holding period during which they cannot be resold except in very limited circumstances. After the one-year holding period expires, resales remain subject to significant restrictions and limitations. You should assume that you will not be able to liquidate your investment for the foreseeable future and that you will be required to hold these securities indefinitely. Your ability to realize any value from your investment will depend entirely on the company achieving a liquidity event such as an acquisition or public offering, which may never occur or may not occur for many years. You should not invest unless you can afford to hold this investment for an indefinite period and do not need liquidity from this investment.

As a holder of SAFEs and potentially as a future minority shareholder, you will have no voting rights or control over any aspect of the company's business or operations. You will not be able to influence decisions regarding the company's strategy, management, financing, operations, or any other matters, including decisions that may significantly affect the value of your investment. The company's management and any future board of directors will have complete discretion over all business decisions, including decisions to raise additional capital on terms that may be dilutive to your interests, to change the business model, to enter into transactions, or to sell the company. Additionally, as a crowdfunding investor, you will have limited information rights compared to traditional venture capital or institutional investors. While the company is required to provide annual reports to investors, you will not have access to the detailed financial information, operating metrics, or strategic plans that traditional investors typically receive. You will have limited ability to monitor the company's performance or to assess whether management is operating the business in a manner consistent with your interests. You must be willing to rely entirely on the company's management to make decisions in the best interests of the company, which may not always align with your interests as an investor.

In connection with this offering, the founder of Franchise League Sports, Inc. has designated themselves as the lead investor who will sign documents and make decisions on behalf of all crowdfunding investors through a special purpose vehicle structure. This arrangement creates a fundamental conflict of interest because the founder simultaneously represents the interests of the company as its operator and the interests of investors as their designated representative. These interests are not always aligned and may frequently be in direct conflict. For example, decisions regarding the timing and terms of future financing rounds, acquisition offers, executive compensation, use of company resources, or strategic direction may benefit the company and its management while being disadvantageous to investors, or vice versa. The founder will have access to material non-public information about the company's performance, challenges, and prospects that other investors do not have, and this information asymmetry could influence decisions made on behalf of investors in ways that favor the company over investor interests. Unlike a traditional investor representative or lead investor who is independent from the company and has a fiduciary duty to represent investor interests, the founder's primary loyalty and legal obligations are to the company. There is no independent third-party advocate representing the interests of crowdfunding investors, and you will have no ability to replace the founder as the investor representative or to challenge decisions made on your behalf. This structure significantly increases the risk that investor interests will be subordinated to company interests in future decisions and negotiations.

USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from this Offering. Accordingly, the Company will have broad discretion in using these proceeds.

10. How does the issuer intend to use the proceeds of this offering?

If we raise: \$50,000

Use of Proceeds: If only the minimum target amount is raised, expected use of proceeds is approximately 41% user acquisition and growth marketing, 23% product development, 28.1% operations and infrastructure, 7.9% Wefunder fee and related offering expenses.

The majority of the proceeds will be used for user acquisition and growth marketing.

Franchise League Sports has already launched its initial product and tested early customer acquisition channels. Early campaigns have shown acquisition costs of approximately \$50 per league, or roughly \$5 per user, providing a measurable framework for scaling growth. Marketing efforts will focus primarily on the NFL preseason period, when fantasy sports engagement is highest, using digital advertising, partnerships, media integrations, creator-led promotion, and community-driven growth initiatives.

A significant portion of the proceeds will also be used for continued product development. Planned investments include improvements to the core platform, scalability and infrastructure enhancements, web-based functionality, advanced league management and analytics tools, and expansion of the user experience across mobile and web platforms.

The company also plans to expand the Franchise League model into additional sports over time, including potential versions for golf, soccer, basketball, and other sports that support long-term franchise-style engagement. If the company raises only the minimum target amount, development efforts will remain primarily focused on strengthening and scaling the core football product.

If we raise: \$3,000,000

Use of Proceeds: At the higher funding level, expected use of proceeds is approximately 25% user acquisition and growth marketing, 20% product development, 23% operations and infrastructure, 24.1% working capital, operating reserves, and strategic initiatives, 7.9% Wefunder fee and related offering expenses. If the company raises closer to its maximum target amount, the company expects to accelerate development of additional sports and broaden the overall platform more rapidly.

Remaining proceeds will support operations and infrastructure, including third-party data feeds, hosting costs, customer support, compliance, and general administrative expenses.

The exact allocation of proceeds may vary depending on growth opportunities, operating conditions, and the total amount raised.

DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

Book Entry and Investment in the Co-Issuer. Investors will make their investments by investing in interests issued by one or more co-issuers, each of which is a special purpose vehicle ("SPV"). The SPV will invest all amounts it receives from investors in securities issued by the Company. Interests issued to investors by the SPV will be in book entry form. This means that the investor will not receive a certificate representing his or her investment. Each investment will be recorded in the books and records of the SPV. In addition, investors' interests in the investments will be recorded in each investor's "Portfolio" page on the Wefunder platform. All references in this Form C to an Investor's investment in the Company (or similar phrases) should be interpreted to include investments in a SPV.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline.

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be canceled and the committed funds will be returned.

An Investor's right to cancel. An Investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the Investor about the offering and/or the Company, the Investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the Investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the Investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the Investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the Investor will receive, and refund the Investor's funds.

The Company's right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

To view a copy of the SAFE you will purchase, please see [Appendix B, Investor Contracts](#). The main terms of the SAFEs are provided below.

The SAFEs. We are offering securities in the form of a Simple Agreement for Future Equity ("SAFE"), which provides Investors the right to **Preferred Stock** in the Company ("**Preferred Stock**"), when and if the Company sponsors an equity offering that involves **Preferred Stock**, on the standard terms offered to other Investors.

Conversion to Preferred Equity. Based on our SAFEs, when we engage in an offering of equity interests involving **Preferred Stock**, **Investors will receive a number of shares of Preferred Stock** calculated using the method that results in the greater number of **Preferred Stock**:

- i. the total value of the Investor's investment, divided by
 - a. the price of **Preferred Stock** issued to new Investors multiplied by
 - b. the **discount rate** (80%), or
- ii. if the valuation for the company is more than **\$9,500,000.00** (the "Valuation Cap"), the amount invested by the Investor divided by the quotient of
 - a. the Valuation Cap divided by
 - b. the total amount of the Company's capitalization at that time.
- iii. For investors up to the first **\$250,000.00** of the securities, investors will receive a valuation cap of **\$7,500,000.00** and a discount rate of 80.0%. Wefunder VIP investors will be entitled to these terms for the entire duration of the offering, even if the threshold limit noted above is met.

Additional Terms of the Valuation Cap. For purposes of option (ii) above, the Company's capitalization calculated as of immediately prior to the Equity Financing and (without double-counting, in each case calculated on an as-converted to Common Stock basis):

- Includes all shares of Capital Stock issued and outstanding;
- Includes all Converting Securities;
- Includes all (i) issued and outstanding Options and (ii) Promised Options; and
- Includes the Unissued Option Pool, except that any increase to the Unissued Option Pool in connection with the Equity Financing shall only be included to the extent that the number of Promised Options exceeds the Unissued Option Pool prior to such increase.

Liquidity Events. If the Company has an initial public offering or is acquired by, merged with, or otherwise taken over by another company or new owners prior to Investors in the SAFEs receiving **Preferred Stock**, Investors will receive

- proceeds equal to the greater of (i) the Purchase Amount (the "Cash-Out Amount") or (ii) the amount payable on the number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price (the "Conversion Amount")

Liquidity Priority. In a Liquidity Event or Dissolution Event, this Safe is intended to operate like standard nonparticipating Preferred Stock. The Investor's right to receive its Cash-Out Amount is:

- i. Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Capital Stock);
- ii. On par with payments for other Safes and/or Preferred Stock, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes and/or Preferred Stock, the applicable Proceeds will be distributed pro rata to the Investor and such other Safes and/or Preferred Stock in proportion to the full payments that would otherwise be due; and
- iii. Senior to payments for Common Stock.

VIP Bonus

Franchise League Football will offer a discount to the normal terms listed in this Form C for all investments that are committed by investors who are part of Wefunder, Inc's VIP program. This means eligible Wefunder investors will receive a discount for any securities they purchased in this offering. For more specific details on the company's discount, please review the description of the terms above.

The discount is only valid until the offering closes. Investors eligible for the bonus will also receive priority if they are on a waitlist to invest and the company exceeds its maximum funding goal. They will be given the first opportunity to invest if space in the offering becomes available due to the cancellation or failure of previous investments.

Securities Issued by the SPV

Instead of issuing its securities directly to investors, the Company has decided to issue its securities to the SPV, which will then issue interests in the SPV to investors. The SPV is formed concurrently with the filing of the Form C. Given this, the SPV does not have any financials to report. The SPV is managed by Wefunder Admin, LLC and is a co-issuer with the Company of the securities being offered in this offering. The Company's use of the SPV is intended to allow investors in the SPV to achieve the same economic exposure, voting power, and ability to assert State and Federal law rights, and receive the same disclosures, as if they had invested directly in the Company. While the Issuer may be required to pay an annual administrative fee for the maintenance of the SPV, investors should note the Company's use of the SPV will not result in any additional fees being charged to investors.

The SPV has been organized and will be operated for the sole purpose of directly acquiring, holding and disposing of the Company's securities, will not borrow money and will use all of the proceeds from the sale of its securities solely to purchase a single class of securities of the Company. As a result, an investor investing in the Company through the SPV will have the same relationship to the Company's securities, in terms of number, denomination, type and rights, as if the investor invested directly in the Company.

Voting Rights

If the securities offered by the Company and those offered by the SPV have voting rights, those voting rights may be exercised by the investor or his or her proxy. The applicable proxy is the Lead Investor, if the Proxy (described below) is in effect.

Proxy to the Lead Investor

The SPV securities have voting rights. With respect to those voting rights, the investor and his, her, or its transferees or assignees (collectively, the "Investor"), through a power of attorney granted by Investor in the Investor Agreement, has appointed or will appoint the Lead Investor as the Investor's true and lawful proxy and attorney (the "Proxy") with the power to act alone and with full power of substitution, on behalf of the Investor to: (i) vote all securities related to the Company purchased in an offering hosted by Wefunder Portal, and (ii) execute, in connection with such voting power, any instrument or document that the Lead Investor determines is necessary and appropriate in the exercise of his or her authority. Such Proxy will be irrevocable by the Investor unless and until a successor lead investor ("Replacement Lead Investor") takes the place of the Lead Investor. Upon notice that a Replacement Lead Investor has taken the place of the Lead Investor, the Investor will have five (5) calendar days to revoke the Proxy. If the Proxy is not revoked within the 5-day time period, it shall remain in effect.

Restriction on Transferability

The SPV securities are subject to restrictions on transfer, as set forth in the Subscription Agreement and the Limited Liability Company Agreement of Wefunder SPV, LLC, and may not be transferred without the prior approval of the Company, on behalf of the SPV.

14. Do the securities offered have voting rights?

- Yes
 No

15. Are there any limitations on any voting or other rights identified above?

See the above description of the Proxy to the Lead Investor.

16. How may the terms of the securities being offered be modified?

Any provision of this Safe may be amended, waived or modified by written consent of the Company and either:

- i. the Investor or
- ii. the majority-in-interest of all then-outstanding Safes with the same "Post-Money Valuation Cap" and "Discount Rate" as this Safe (and Safes lacking one or both of such terms will be considered to be the same with respect to such term(s)), provided that with respect to

clause (ii):

- A. the Purchase Amount may not be amended, waived or modified in this manner;
- B. the consent of the Investor and each holder of such Safes must be solicited (even if not obtained), and
- C. such amendment, waiver or modification treats all such holders in the same manner. "Majority-in-interest" refers to the holders of the applicable group of Safes whose Safes have a total Purchase Amount greater than 50% of the total Purchase Amount of all of such applicable group of Safes.

Pursuant to authorization in the Investor Agreement between each Investor and Wefunder Portal, Wefunder Portal is authorized to take the following actions with respect to the investment contract between the Company and an investor:

- A. Wefunder Portal may amend the terms of an investment contract, provided that the amended terms are more favorable to the investor than the original terms; and
- B. Wefunder Portal may reduce the amount of an investor's investment if the reason for the reduction is that the Company's offering is oversubscribed.

Restrictions on Transfer of the Securities Being Offered:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

- 1. to the issuer;
- 2. to an accredited investor;
- 3. as part of an offering registered with the U.S. Securities and Exchange Commission; or
- 4. to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

Description of Issuer's Securities

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Authorized	Outstanding	Voting rights
Class A Common	8600000	8400000	<input checked="" type="checkbox"/>
Class B Common	1400000	1400000	<input checked="" type="checkbox"/>
Class of Security	Total Pool	Issued	
Warrants	None		
Options	None		

Describe any other rights:

Class A Common Stock and Class B Common Stock have the same economic rights, including rights to dividends and distributions upon a liquidation event. Class A shares carry one vote per share, while Class B shares carry ten votes per share.

The Company has not yet authorized Preferred Stock, which investors in the SAFE (if converted) may receive. Preferred Stock has liquidation preference over Common Stock.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

The holders of a majority-in-interest of voting rights in the Company could limit the Investor's rights in a material way. For example, those interest holders could vote to change the terms of the agreements governing the Company's operations or cause the Company to engage in additional offerings (including potentially a public offering).

These changes could result in further limitations on the voting rights the Investor will have as an owner of equity in the Company, for example by diluting those rights or limiting them to certain types of events or consents.

To the extent applicable, in cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional equity, an Investor's interest will typically also be diluted.

Based on the risk that an Investor's rights could be limited, diluted or otherwise qualified, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

Additional risks related to the rights of other security holders are discussed below, in Question 20.

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

No.

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, **the shareholders** may make decisions with which the Investor disagrees, or that negatively affect the value of the Investor's securities in the Company, and the Investor will have no recourse to change these decisions. The Investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

For example, **the shareholders** may change the terms of the articles of incorporation for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. **The shareholders** may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company's securities in a way that negatively affects the value of the securities the Investor owns. Other holders of securities of the Company may also have access to more information than the Investor, leaving the Investor at a disadvantage with respect to any decisions regarding the securities he or she owns.

The shareholders have the right to redeem their securities at any time. **Shareholders** could decide to force the Company to redeem their **securities** at a time that is not favorable to the Investor and is damaging to the Company. Investors' exit may affect the value of the Company and/or its viability.

In cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional stock, an Investor's interest will typically also be diluted.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

The initial amount invested in a SAFE is determined by the investor, and we do not guarantee that the SAFE will be converted into any particular number of **shares of Preferred Stock**. As discussed in Question 13, when we engage in an offering of equity interests involving **Preferred Stock**, Investors may receive a number of shares of **Preferred Stock** calculated as either (i) the total value of the Investor's investment, divided by the price of the **Preferred Stock** being issued to new Investors, or (ii) if the valuation for the company is more than the Valuation Cap, the amount invested divided by the quotient of (a) the Valuation Cap divided by (b) the total amount of the Company's capitalization at that time.

Because there will likely be no public market for our securities prior to an initial public offering or similar liquidity event, the price of the **Preferred Stock** that Investors will receive, and/or the total value of the Company's capitalization, will be determined by our **board of directors**. Among the factors we may consider in determining the price of **Preferred Stock** are prevailing market conditions, our financial information, market valuations of other companies that we believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

In the future, we will perform valuations of our **stock (including both common stock and Preferred Stock)** that take into account, as applicable, factors such as the following:

- unrelated third party valuations;
- the price at which we sell other securities in light of the relative rights, preferences and privileges of those securities;
- our results of operations, financial position and capital resources;
- current business conditions and projections;
- the marketability or lack thereof of the securities;
- the hiring of key personnel and the experience of our management;
- the introduction of new products;
- the risk inherent in the development and expansion of our products;
- our stage of development and material risks related to our business;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the prevailing market conditions and the nature and history of our business;
- industry trends and competitive environment;
- trends in consumer spending, including consumer confidence;
- overall economic indicators, including gross domestic product, employment, inflation and interest rates; and

- the general economic outlook.

We will analyze factors such as those described above using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An Investor in the Company will likely hold a minority position in the Company, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon many factors outside the control of the Investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its Board Of Directors, and the Investor will have no independent right to name or remove an officer or member of the Board Of Directors of the Company.

Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured.

The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities. Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase its securities from shareholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the Investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the Investor will rely upon the executive management of the Company and the Board of Directors of the Company to manage the Company so as to maximize value for shareholders. Accordingly, the success of the Investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company and the Board of Directors of the Company. If the Board Of Directors of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the Investor's initial investment in the Company.

Transactions with related parties. The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management and Board of Directors of the Company will be guided by their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its shareholders. By acquiring an interest in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.


24. Describe the material terms of any indebtedness of the issuer:

None.

INSTRUCTION TO QUESTION 24: name the creditor, amount owed, interest rate, maturity date, and any other material terms.

25. What other exempt offerings has the issuer conducted within the past three years?

Offering date	Exemption	Security type	Amount sold	Use of proceeds
12/2025	Regulation D	SAFE	\$100,000	General operations
5/2026	Regulation D, Rule 506(b)	SAFE	\$200,000	General operations

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act during the preceding 12- month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest: 

1. any director or officer of the issuer;
2. any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;

equity accounts), calculated on the basis of voting power;

3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
4. or any immediate family member of any of the foregoing persons.

- Yes
 No

For each transaction specify the person, relationship to issuer, nature of interest in transaction, and amount of interest.

Name: Laurie Sukoff
Amount Invested: \$50,000.00
Transaction type: Safe
Issue date: 12/1/2025
Relationship: Spouse of David Sukoff

Name: Chris Danielian
Amount Invested: \$50,000.00
Transaction type: Safe
Issue date: 12/1/2025
Relationship: Board Member

Name: Ladybug Landing LLC (managed by Laurie Sukoff)
Amount Invested: \$200,000.00
Transaction type: Safe
Issue date: 4/30/2026
Valuation cap: \$7,500,000.00
Relationship: Related Party

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

Yes

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations. ?

Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview of the Business and Financial Condition

Develops and operates a proprietary fantasy football platform enabling users to participate in multi-season, contract-based fantasy leagues with salary cap and franchise management features. Headquartered in Long Branch, New Jersey.

We are an early-stage company and have generated operating income and positive cash flows from operations in recent periods. There can be no assurance that we will continue to be profitable in future periods.

As of May 22, 2026, we had cash and cash equivalents of approximately \$100,317.

Our ability to continue operations is dependent on managing our expenses and, if necessary, obtaining additional financing.

This discussion should be read in conjunction with the financial statements and related notes included in this offering statement.

Business and Operating Uncertainty

Our business operates in an environment subject to various risks, uncertainties, and changing conditions, which makes it difficult to evaluate our business, financial condition, and prospects and may limit the comparability of our results of operations from period to period.

Financial Condition

As of December 31, 2025, our total assets were \$330,588.22 and our current and non-current liabilities, as reflected in available financial statement fields, were \$104,371.05.

Our financial statements reflect an early-stage company with limited operating history. Investors should not place undue reliance on historical financial information given the company's limited operating history and the likelihood that future results will differ from historical results.

Liquidity and Capital Resources

As of December 31, 2025, we had cash and cash equivalents of approximately \$76,715.28.

Based on our current operations, we have a monthly net profit of approximately \$12,000.

Our monthly net cash burn or profit may vary significantly from month to month due to the timing of receipts and expenditures and other short-term factors. As a result, period-to-period comparisons may not be meaningful.

Based on our current plan, we expect to have sufficient cash to fund operations for at least the next 12 months.

Our historical operations have been funded primarily through external financing.

Liquidity Assumptions

Our assessment of our liquidity and ability to fund operations is not a projection and is based on current assumptions regarding operating expenses, cash requirements, and capital needs. These assumptions may change, and actual results may differ materially due to changes in operating conditions, timing of receipts and payments, and other factors.

Dependence on Additional Financing

There can be no assurance that additional financing will be available on acceptable terms, or at all. If we are unable to raise additional capital when needed, we may be required to materially reduce or suspend operations.

Indebtedness and Capital Structure

As of the date of this offering statement, we did not have any outstanding indebtedness.

(For the avoidance of doubt, SAFEs are not treated as indebtedness.)

During the past three years, we have conducted exempt offerings, resulting in the issuance of securities in aggregate amounts of approximately \$300,000. There have also been capital contributions from the founding team amounting to approximately \$350,000.

Known Trends, Events, and Uncertainties

Management is not currently aware of any known trends, events, or uncertainties that are reasonably likely to have a material adverse effect on our financial condition or results of operations over the next 12 months.

The absence of a discussion of any particular trend, event, or uncertainty should not be interpreted to mean that such matters do not exist; rather, it reflects management's judgment based on information currently available.

Changes Since the Date of the Financial Statements

There have been no material changes in our operations or financial condition since the date of the financial statements included in this offering.

Impact of This Offering

The proceeds from this offering are expected to be used for user acquisition and growth marketing. Franchise League Sports has already launched its initial product and tested early customer acquisition channels. The timing and extent of our use of proceeds will depend on the amount of proceeds raised and future operating conditions. Additional detail regarding our planned use of proceeds is provided in Item 10 of this Form C.

There can be no assurance that the proceeds of this offering will be sufficient to fund our operations or achieve our business objectives.

Certain information relevant to understanding our financial condition and liquidity is presented elsewhere in this offering statement, including in the financial statements, related notes, and the sections describing indebtedness and prior financings.

Forward-Looking Statements

This discussion contains forward-looking statements that are based on management's current expectations and assumptions. Actual results may differ materially from those expressed or implied by these statements.

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to [Appendix C, Financial Statements](#).

I, David Sukoff, certify that:

- (1) the financial statements of Franchise League Sports, Inc. included in this Form are true and complete in all material respects; and
- (2) the financial information of Franchise League Sports, Inc. included in this Form reflects accurately the information reported on the tax return for Franchise League Sports, Inc. filed for the most recently completed fiscal year.

David Sukoff

David Sukoff
Executive

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

②

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

- i. in connection with the purchase or sale of any security? Yes No
- ii. involving the making of any false filing with the Commission? Yes No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? Yes No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

- i. in connection with the purchase or sale of any security? Yes No
- ii. involving the making of any false filing with the Commission? Yes No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? Yes No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

- i. at the time of the filing of this offering statement bars the person from:
 - A. association with an entity regulated by such commission, authority, agency or officer? Yes No
 - B. engaging in the business of securities, insurance or banking? Yes No
 - C. engaging in savings association or credit union activities? Yes No
- ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? Yes No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

- i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? Yes No
- ii. places limitations on the activities, functions or operations of such person? Yes No
- iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? Yes No

(5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

- i. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? Yes No
- ii. Section 5 of the Securities Act? Yes No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade? Yes No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued? Yes No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations? Yes No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include: 

- (1) any other material information presented to investors; and
- (2) such further material information, if any, as may be necessary to make the required statements, in light of the circumstances under which they are made, not misleading.

The Lead Investor. As described above, each Investor that has entered into the Investor Agreement will grant a power of attorney to make voting decisions on behalf of that Investor to the Lead Investor (the "Proxy"). The Proxy is irrevocable unless and until a Successor Lead Investor takes the place of the Lead Investor, in which case, the Investor has a five (5) calendar day period to revoke the Proxy. Pursuant to the Proxy, the Lead Investor or his or her successor will make voting decisions and take any other actions in connection with the voting on Investors' behalf.

The Lead Investor is an individual that is chosen to act in the role of Lead Investor on behalf of Investors that have a Proxy in effect. The Lead Investor will be chosen by the Company and approved by Wefunder Inc. and the identity of the initial Lead Investor will be disclosed to Investors before Investors make a final investment decision to purchase the securities related to the Company.

The Lead Investor can quit at any time or can be removed by Wefunder Inc. for cause or pursuant to a vote of investors as detailed in the Lead Investor Agreement. In the event the Lead Investor quits or is removed, the Company will choose a Successor Lead Investor who must be approved by Wefunder Inc. The identity of the Successor Lead Investor will be disclosed to Investors, and those that have a Proxy in effect can choose to either leave such Proxy in place or revoke such Proxy during a 5-day period beginning with notice of the replacement of the Lead Investor.

The Lead Investor will not receive any compensation for his or her services to the SPV. The Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a fund ("Fund") for accredited investors for the purpose of investing in a non-Regulation Crowdfunding offering of the Company. In such circumstances, the Lead Investor may act as a portfolio manager for that Fund (and as a supervised person of Wefunder Advisors) and may be compensated through that role.

Although the Lead Investor may act in multiple roles with respect to the Company's offerings and may potentially be compensated for some of its services, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of securities issued by or related to the Company. As a result, the Lead Investor's interests should always be aligned with those of Investors. It is, however, possible that in some limited circumstances the Lead Investor's interests could diverge from the interests of Investors, as discussed in section 8 above.

Investors that wish to purchase securities related to the Company through Wefunder Portal must agree to give the Proxy described above to the Lead Investor, provided that if the Lead Investor is replaced, the Investor will have a 5-day period during which he or she may revoke the Proxy. If the Proxy is not revoked during this 5-day period, it will remain in effect.

Tax Filings. In order to complete necessary tax filings, the SPV is required to include information about each investor who holds an interest in the SPV, including each investor's taxpayer identification number ("TIN") (e.g., social security number or employer identification number). To the extent they have not already done so, each investor will be required to provide their TIN within the earlier of (i) two (2) years of making their investment or (ii) twenty (20) days prior to the date of any distribution from the SPV. If an investor does not provide their TIN within this time, the SPV reserves the right to withhold from any proceeds otherwise payable to the Investor an amount necessary for the SPV to satisfy its tax withholding obligations as well as the SPV's reasonable estimation of any penalties that may be charged by the IRS or other relevant authority as a result of the investor's failure to provide their TIN. If applicable, the Company may also be required to pay Wefunder certain fees for the preparation of tax filings. Such fees and the Company's obligation to deliver required tax documents are further specified in the related Tax Services Agreement ("TSA").

Investors should carefully review the terms of the SPV Subscription Agreement for additional information about tax filings.

Potential Dissolution of the SPV. The Company has agreed that it will pay an administrative fee and / or certain tax fees to Wefunder, in addition to delivering required tax information in the manner prescribed by the TSA, where applicable. Failure to pay such fees or provide Wefunder with required tax information could result in the dissolution of the SPV (an "SPV Dissolution Event"). Subsequent to an SPV Dissolution Event, the securities held by the SPV would be distributed directly and proportionally to the individual investors. This could create administrative complexities, as investors would need to manage the securities themselves rather than having them held and administered by the SPV. Additionally, the unplanned distribution of securities may not align with investors' intended investment strategy or asset allocation.

Upon an SPV Dissolution Event, the Investor hereby consents to and agrees to accept direct assignment of the SPV's rights and obligations under any investment agreements between the SPV and the Company that is located in the Form C or C/A offering materials. The Investor acknowledges they will be bound by all terms and conditions of such agreements as if they were an original party thereto.

ONGOING REPORTING

32. The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

33. Once posted, the annual report may be found on the issuer's website at:

franchiseleaguefootball.com/invest

The issuer must continue to comply with the ongoing reporting requirements until:

1. the issuer is required to file reports under Exchange Act Sections 13(a) or 15(d);
2. the issuer has filed at least one annual report and has fewer than 300 holders of record;
3. the issuer has filed at least three annual reports and has total assets that do not exceed \$10 million; or
4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(a)(6), including any payment in full of debt securities or any complete redemption of redeemable securities; or the issuer liquidates or dissolves in accordance with state law.

APPENDICES

[Appendix A: Business Description & Plan](#)

[Appendix B: Investor Contracts](#)

- [SPV Subscription Agreement - Early Bird](#)
- [Early Bird SAFE \(Simple Agreement for Future Equity\)](#)
- [SPV Subscription Agreement](#)

- [SAFE \(Simple Agreement for Future Equity\)](#)

Appendix C: Financial Statements

- [Financials 1](#)

Appendix D: Director & Officer Work History

- [Chris Danielian](#)
- [David Sukoff](#)
- [Renee Miller, PhD](#)

Appendix E: Supporting Documents

- [ttw_merged_comms](#)

Signatures

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the intermediary's platform.

The following documents will be filed with the SEC:

[Cover Page XML](#)

[Offering Statement \(this page\)](#)

[Appendix A: Business Description & Plan](#)

[Appendix B: Investor Contracts](#)

[SPV Subscription Agreement - Early Bird](#)

[Early Bird SAFE \(Simple Agreement for Future Equity\)](#)

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[Renee Miller, PhD](#)

[Appendix E: Supporting Documents](#)

[ttw_merged_comms](#)

Wefunder Portal will review the information you provide before we agree to submit a Form C to the SEC. Our review is designed to assess whether the information you have provided is complete and not inaccurate, misleading or otherwise fraudulent. Despite our review, the company submitting this Form C may be held responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading. By submitting your Form C to us, you acknowledge this. You also agree to provide any additional information or clarification we may request from you so that the Form C we submit on your behalf, in our reasonable, good faith review, does not contain incorrect information. Wefunder Portal will not submit a Form C that we believe, in our sole discretion, omits material information or contains false or misleading information. As a result, there is no guarantee that we will submit a Form C on your behalf.

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the Form C.

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C, any future non-material Form C-A, any future Form C-U, and any future Form C-W on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.

Before you click on the button below, please review the information you have provided carefully.

We strongly recommend you have your company's lawyer review the information as well. The company submitting this Form C is responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading.

I verify the Form C is 100% accurate

I agree to the [Wefunder Listing Agreement](#)

I agree to the [Lead Investor Agreement](#)

I agree to the [Rule 3a-9 Undertakings Agreement](#)

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

Franchise League Sports, Inc.

By

David Sukoff

CSO/CFO/COO

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C and [Transfer Agent Agreement](#) has been signed by the following persons in the capacities and on the dates indicated.

David Sukoff

CSO/CFO/COO

6/8/2026

Renee Miller

CEO

6/8/2026

The Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.