



**ANYTIME FITNESS
FRANCHISE DISCLOSURE DOCUMENT**

ANYTIME FITNESS FRANCHISOR LLC

a Delaware limited liability company

111 Weir Drive

Woodbury, MN 55125

651-438-5000

info@anytimefitness.com

www.anytimefitness.com

The franchise we offer is a fitness center offering convenient access and one-on-one, small and large group training, nutrition, coaching and recovery services.

The total investment necessary to begin operation of an Anytime Fitness center is between \$458,826 to \$907,607. This includes \$83,536 to \$102,472 that must be paid to the franchisor or affiliate. If you sign a Development Agreement to develop 2 Anytime Fitness centers, you will pay us a Development Fee of \$75,000 for these Anytime Fitness centers.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact your sales representative at 111 Weir Drive, Woodbury, MN 55125, telephone: 800-704-5004.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: March 31, 2025, as amended April 24, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Anytime Fitness business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Anytime Fitness franchisee?	Item 20 or Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risk(s) to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Area Development Agreement require you to resolve disputes with the franchisor by mediation at a place selected by the mediator, by arbitration in Minnesota (or if franchisor's principal office is not in Minnesota, at the office of the American Arbitration Association located closest to its principal office) and/or by litigation only in Minnesota. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate at a place selected by the mediator or arbitrate in Minnesota (or if franchisor's principal office is not in Minnesota, at the office of the American Arbitration Association located closest to its principal office) or litigate with the franchisor in Minnesota, than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make minimum monthly fees, advertising and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Financial Condition.** The Franchisor's guarantor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
6. **Unopened Franchises.** The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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

**NOTICE MANDATED BY SECTION 8 OF
MICHIGAN'S FRANCHISE INVESTMENT ACT**

The following is applicable to you if you are a Michigan resident or your franchise will be located in Michigan.

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 525 West Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, telephone: (517) 373-7117.

ANYTIME FITNESS FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
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ITEM 1.
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “we”, “us” or “our” means Anytime Fitness Franchisor LLC, the franchisor; “you” or “your” means the person or entity that buys the franchise. If you are a corporation, partnership or other entity, “you” includes the franchisee’s owners.

The Franchisor

We are a Delaware limited liability company formed on October 25, 2021. We maintain our principal place of business at 111 Weir Drive, Woodbury, Minnesota 55125. We do business under our corporate name and as “Anytime Fitness.” We do not do business under any other names. We began offering Anytime Fitness franchises in November 2021. We also offered Anytime Fitness Express Market franchises, offering more limited fitness training in smaller market areas, from November 2021 to April 2024. We have never offered franchises in any other lines of business. We have no other business activities.

The Franchise

The franchises we offer are for the operation of fitness centers designed to operate under the trademark, “Anytime Fitness®”. Our franchise system consists of fitness centers offering convenient access and one-on-one, small and large group training, nutrition, coaching and recovery services. As of the issuance date of this Disclosure Document, we require you to staff your Anytime Fitness center for a minimum amount of hours per week, and we require you to offer small and/or large group training, coaching and personal training services to your members, both of which may be done by you or by qualified staff that you hire. We may also require you to use a telephone answering service during the time your Anytime Fitness center is not staffed. Through an affiliate, we have developed an access and security system that allows members of an Anytime Fitness center to have access to any Anytime Fitness center 24 hours a day and reciprocal benefits between centers. In limited cases, we may allow your center to not be accessible 24 hours a day.

We will grant you the right to operate 1 Anytime Fitness center at a location we specify in your Franchise Agreement (the “Franchise Agreement”).

We also offer to qualified people the right to develop 2 or more Anytime Fitness franchises within a specific territory under the terms of an Area Development Agreement. If you sign an Area Development Agreement, you will sign a separate Franchise Agreement for each Anytime Fitness center you develop under your Area Development Agreement. You will sign the first Franchise Agreement when you sign the Area Development Agreement. The form of that agreement will be the form attached to this Disclosure Document. Later Franchise Agreements you sign will be on the form of agreement we use at the time you sign the agreement. The terms of those agreements may differ from the form attached to this Disclosure Document.

The market for fitness centers is a developed market in most areas. Your customers will be the general public. Your competitors include other national fitness chains, personal training studios and local fitness centers.

Parents, Predecessor and Certain Affiliates

Parents

On April 2, 2024 we became an indirect, wholly owned subsidiary of Purpose Brands Holdings, LLC (“Parent”). We are a direct wholly owned subsidiary of SEB Systems LLC (“Systems”). Systems is a direct wholly owned subsidiary of SEB Funding LLC (“Funding”) which is a direct wholly owned

subsidiary of SEB SPV Guarantor LLC (“Guarantor”). Guarantor is a direct wholly owned subsidiary of our predecessor and manager Anytime Fitness, LLC (“AFLLC”). AFLLC is a wholly owned subsidiary of Self Esteem Brands, LLC (“SEB”). SEB is a direct wholly owned subsidiary of Purpose Brands Intermediate, LLC doing business as Purpose Brands and Purpose Brands, LLC which is a direct wholly owned subsidiary of Parent. Parent is jointly owned by Anytime Worldwide, LLC (“AW”) and Ultimate Fitness Holdings, LLC (“UFH”). All of the entities disclosed in this paragraph have the same principal business address as we do with the exception of UFH, which has a principal business address of 6000 Broken Sound Pkwy NW, Suite 200, Boca Raton, Florida 33487.

Predecessor

Our predecessor is AFLLC. It offered Anytime Fitness franchises from October 2002 to November 2021 and Anytime Fitness Express Market franchises from October 2006 to November 2021. It has operated Anytime Fitness centers since January 2005 and an Anytime Fitness Express Market center from October 2006 to 2009. It has no other business activities. We do not have any other predecessors. In November 2021, as part of the Securitization Transaction (described below), AFLLC transferred all existing U.S. franchise, area development and related agreements for Anytime Fitness and Anytime Fitness Express Market centers to us, and we became the franchisor of all existing and future franchise, area development and related agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of Anytime Fitness and Anytime Fitness Express Market centers in the U.S. were also transferred to us. AFLLC also acts as our manager as described below.

Affiliates

We have several affiliates that sell goods or services to our franchisees. PV Distribution LLC (“ProVition”) provides information technology services, technology, and security systems, including computers, sound systems, software and other related components along with technology and software support, installation services, and security monitoring to our franchisees (see Item 8). SEB Distribution SPV LLC (“SEB Distribution”) will sell Anytime Fitness branded and other products for use and retail sale in your Anytime Fitness center. Healthy Contributions SPV LLC (“Healthy Contributions”) is a billing processing company that assists in the transfer, processing and distributions of funds and data for various fitness incentive programs, including group memberships, pay per visit, reimbursement, physical assessments, and vouchers. The principal business address of these affiliates is the same as our address. None of these affiliates has ever offered any fitness center franchises or franchises in any other lines of business, nor have they operated any fitness centers.

Our affiliate, Anytime Fitness Iberia, SLU (“AFI”), offers and sells Anytime Fitness franchises for Anytime Fitness locations in Spain. Its principal business address is c/ Llacuna 75-81, 08005 Barcelona, Spain. AFI has operated Anytime Fitness Centers in Spain since October 2012 and has offered Anytime Fitness franchises in Spain since 2013. As of December 31, 2024 it had 38 franchised centers and 4 company-owned centers in Spain.

Our affiliate Waxing the City Franchisor LLC (“Waxing Worldwide”), is the franchisor of the Waxing the City brand. It offers salon franchises under the Waxing the City name that focus on body waxing for men and women, and that sell related products and services. Waxing Worldwide and its predecessor, Waxing the City Worldwide, LLC (“WCWLLC”), have been offering these franchises since October 2012. WCWLLC has operated Waxing the City studios since December 2012. In November 2021 the agreements under which these franchises were operated were transferred to Waxing Worldwide as part of the Securitization Transaction (discussed below). As of December 31, 2024, Waxing Worldwide had 151 franchised studios operating in the United States. Except as disclosed above, Waxing Worldwide has never operated any fitness centers, or offered fitness center franchises or franchises in any other line of business. Waxing Worldwide has the same principal business address as we do.

Our affiliate Basecamp Fitness Franchisor LLC (“Basecamp”), is the franchisor of the Basecamp Fitness brand. It offers studio fitness center franchises under the Basecamp Fitness name that offer memberships allowing members to take short, regularly scheduled group training classes designed using High Intensity Interval Training strategies. Basecamp and its predecessor, Basecamp Fitness, LLC (“BFLLC”), have been offering these franchises since April 2020. BFLLC has operated Basecamp Fitness studios since May 2019. In November 2021 the agreements under which these franchises were operated were transferred to Basecamp as part of the Securitization Transaction (discussed below). As of December 31, 2024, Basecamp had 19 franchised studios operating in the United States and BFLLC had 4 company-owned studios. Except as disclosed above, Basecamp does not operate any fitness centers, and it has not offered fitness center franchises or franchises in any other line of business. Basecamp has the same principal business address as we do.

Our affiliate The Bar Method Franchisor LLC (“The Bar Method Franchising”), is the franchisor of the Bar Method brand. It offers boutique fitness studio franchises under the Bar Method name that offer barre-based exercise classes using proprietary and non-proprietary instructional techniques, formats and methods designed to provide fitness training in an attractive atmosphere. The Bar Method Franchising and its predecessor, The Bar Method Franchising, LLC (“TBMLLC”), have been offering these franchises since January 2008. The Bar Method, LLC (“TBM”) offered rights for Bar Method studios from June 2003 until October 2007 and assigned those agreements to TBMLLC in January 2008 at which time TBMLLC began offering Bar Method franchises. In November 2021 the agreements under which these franchises were operated were transferred to The Bar Method Franchising as part of the Securitization Transaction (discussed below). As of December 31, 2024, The Bar Method Franchising had 73 franchised studios in operation in the United States. Except as disclosed above, The Bar Method Franchising does not operate any fitness centers, and it has not offered fitness center franchises or franchises in any other line of business. The Bar Method Franchising has the same principal business address as we do.

Our affiliate OTF Franchisor, LLC (“OTF Franchisor”) is the franchisor of the Orangetheory brand. It offers health and fitness studios that offer members access to exercise equipment, including cardio and strength equipment, in a simple, contemporary atmosphere characterized by its signature, energizing orange color scheme and trade dress. On April 2, 2024, OTF Franchisor became an indirect wholly owned subsidiary of Parent. As of December 31, 2024, OTF Franchisor had 1,283 franchised and 15 affiliate-owned studios operating in the United States. Except as disclosed above, OTF Franchisor does not operate any fitness centers, and it has not offered fitness center franchises or franchises in any other line of business. The principal business address of OTF Franchisor is 6000 Broken Sound Pkwy NW, Suite 200, Boca Raton, Florida 33487.

Securitization Transaction

Under a securitization financing transaction which closed in November 2021 (the “Securitization Transaction”), SEB and its affiliates were restructured. As part of the Securitization Transaction, our predecessor, AFLLC, transferred all existing U.S. franchise, area development and related agreements for Anytime Fitness and Anytime Fitness Express Market centers to us, and we became the franchisor of all existing and future franchise, area development and related agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of Anytime Fitness and Anytime Fitness Express Market centers in the U.S. were also transferred to us.

At the time of the closing of the Securitization Transaction, AFLLC entered into a management agreement with us to provide the required support and services to Anytime Fitness franchisees under their franchise and area development agreements with us. AFLLC also acts as our franchise sales agent. We will pay management fees to AFLLC for these services. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise or Area

Development Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

Regulations

Your business will be subject to national, state and local regulations that apply to all businesses, such as the Americans With Disabilities Act, wage and hour laws, data privacy laws, and business licensing requirements. Because you will accept credit cards, you will also have to comply with any general laws and regulations relating to the acceptance of credit cards, including the Payment Card Industry (“PCI”) Data Security Standard (“DSS”). Compliance with the PCI DSS is your responsibility. You must also comply with personal information, data protection and data privacy laws that affect the safekeeping of member information, and regulations that apply to electronic marketing, like faxes, emails, text messaging and telemarketing. Your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies.

There are no national regulations that apply specifically to the operation of fitness centers. However, many states, and some municipalities, have laws and regulations that apply specifically to membership contracts, operations and licenses. Many states limit the length of your customer contracts, provide for specific provisions to be included in those contracts, prescribe the format or type size for the contract, and/or provide customers the right to terminate their contracts. State regulations may also require you to obtain a bond to protect pre-paid membership fees you collect. Some states and municipalities may also have enacted laws requiring fitness centers to have a staff person available during all hours of operation, and in some cases this person may be required to be certified in basic cardiopulmonary resuscitation, or have other specialized training. In addition, some states have laws requiring a fitness center to have an automated external defibrillator (“AED”) and other first aid equipment on the premises, and some may require you to take other safety measures. If you offer nutrition, chiropractic or physical therapy services, there will be laws in some states and municipalities that apply specifically to nutrition, chiropractic and physical therapy services, including laws that deal with licensing, staffing, safety precautions, notices to customers, and restrictions on services available to minors. Some states impose sales taxes on club memberships. There may also be special permits required for you to operate some or all of your business. If these or similar laws have been enacted in the state or municipality in which you intend to operate your Anytime Fitness center, you will need to comply with these laws, and we urge you to become familiar with them.

There are also state and federal laws and regulations that apply to credit transactions, such as the Federal Truth In Lending Act and Regulation Z, and various other credit related statutes like the Equal Credit Act and Fair Debt Collection Practices Act. These laws and regulations vary from state to state and may affect your operations.

Our Agents for Service of Process

Our agents for service of process are disclosed in Exhibit A.

ITEM 2. BUSINESS EXPERIENCE

Chief Executive Officer: Thomas Leverton

Mr. Leverton has served as the Chief Executive Officer of our parent companies Purpose Brands Holdings, LLC and Purpose Brands Intermediate, LLC since November 2024. From February 2020 to November 2024, Mr. Leverton was a partner for Pritzker Private Capital, located in Chicago, Illinois. From July 2014

to February 2020, Mr. Leverton served as the Chief Executive Officer of CEC Entertainment, Inc. the parent company of the franchisor of the Chuck E. Cheese brand, located in Irving, Texas.

Board Member/Founder: Charles Runyon

Mr. Runyon is one of the founders of the Anytime Fitness concept. He served as the Chief Executive Officer for us, Waxing Worldwide, Basecamp and The Bar Method Franchising from October 2021 to November 2024. He has served on our Board of Governors since October 2021. Mr. Runyon served as a Director of our predecessor AFLLC since February 2002, until he was appointed as a Governor of that company in December 2009. In December 2009, he also became its President and Chief Manager. In January 2013, he transitioned from the role of President to Chief Executive Officer. Mr. Runyon served as the Chief Executive Officer of WCWLLC from September 2012 to November 2024, and as a Governor of WCWLLC since September 2012. He also served as the President of BFLLC from August 2018 to November 2024 and as the President of TBMLLC from September 2019 to November 2024. He has served as a Governor of BFLLC since August 2018.

Board Member/Founder: Dave Mortensen

Mr. Mortensen is one of the founders of the Anytime Fitness concept. He served as the President for us, Waxing Worldwide, Basecamp and The Bar Method Franchising from October 2021 to November 2024. He has served on our Board of Governors since October 2021. He served as the Secretary of our predecessor AFLLC from December 2009 until November 2024, and as President from January 2013 to November 2024. He has served as a Governor of AFLLC since December 2009. He served as the President, Chief Financial Officer/Treasurer and Secretary of our affiliate ProVision Security Solutions, LLC from October 2009 to November 2024. In December 2009, he was appointed as a Governor of this organization. He held these same positions for ProVision from October 2021 until November 2024. Mr. Mortensen served as the President and Secretary of WCWLLC from September 2012 to November 2024, Vice President of BFLLC from August 2018 to November 2024, and the Vice President of TBMLLC from September 2019 to November 2024. He has also served as a Governor of BFLLC since August 2018.

Global Brand President: Stacy Anderson

Ms. Anderson has served as our Global Brand President since January 2024. She served as the Anytime Fitness Brand President from August 2016 to January 2024. She joined Anytime Fitness in September 2012 as its Chief Marketing Officer.

Chief Financial Officer (Interim): Benjamin Selden

Mr. Selden has served as the Interim Chief Financial Officer for us, Basecamp, The Bar Method Franchising, Waxing Worldwide, and OTF Franchisor, and our parent companies Purpose Brands Holdings, LLC and Purpose Brands Intermediate, LLC, since April 2025. From August 2022 to March 2025, he was the Chief Financial Officer of Options Medical Weight Loss in Chester Springs, Pennsylvania. From February 2022 to August 2022, he was the Interim Chief Financial Officer of On Campus Marketing, located in Ewing, New Jersey. From June 2020 to October 2021, Mr. Selden was the Chief Financial Officer of Comoto Holdings, Inc. in Philadelphia, Pennsylvania. From December 2019 to June 2020, he was the Senior Vice President Finance for Dave & Busters in Dallas, Texas.

General Counsel and Secretary: James Goniea

Mr. Goniea has served as the General Counsel and Secretary for us, Waxing Worldwide, Basecamp and The Bar Method Franchising since October 2021. He has held these same positions with BFLLC since August 2018 and TBMLLC since September 2019. He has held the position of General Counsel with our

predecessor AFLLC since October 2017 and with WCWLLC since October 2017. He has also served as the General Counsel and Secretary of Purpose Brands Intermediate, LLC since July 2024.

Chief Development Officer: Matt Stanton

Mr. Stanton has served as the Chief Development Officer for our parent company Purpose Brands Intermediate, LLC since January 2025. From January 2023 to January 2025 he served in the same role for AFLLC, WCWLLC, BFLLC and TBMLLC. From October 2021 to January 2023 he served as the Chief Growth Officer for MHI Restaurant Group, LLC located in Denver, CO. From December 2017 to October 2021 he served as Chief Development Officer for WellBiz Brands, Inc, located in Englewood, CO.

Chief Technology Officer: Ameen Kazerouni

Mr. Kazerouni has served as the Chief Technology Officer for our parent company Purpose Brands Intermediate, LLC since July 2024. He served as the Chief Technology Officer for Ultimate Fitness Group from February 2023 until July 2024. From October 2020 to February 2023, he was the Chief Analytics Officer of us and Ultimate Fitness Group. From January 2019 to October 2020, he was Head of ML/AI Research and Platforms for Zappos in Seattle, Washington.

Senior Vice President of Franchise Administration: Jennifer Yiangou

Ms. Yiangou has served as the Senior Vice President of Franchise Administration for our parent company Purpose Brands Intermediate, LLC since July 2024. She served in the same role for AFLLC, WCWLLC, BFLLC and TBMLLC from September 2020 to July 2024. From January 2008 to September 2020 she served as the Vice President of Franchise Administration for AFLLC. She also served as Vice President of Franchise Administration with TBMLLC from September 2019 to September 2020, with WCWLLC from October 2012 to September 2020, and with BFLLC from August 2018 to September 2020.

SVP International Development: Sander van den Born

Mr. van den Born has served as the Senior Vice President of International Development for our parent company Purpose Brands Intermediate, LLC since July 2024. He served in the same role for AFLLC from April 2022 to July 2024. From September 2017 to April 2022 he served as the Chief Marketing and Technology Officer for Goodlife Fitness.

Brand President: Nicholas Herrild

Mr. Herrild has served as our Brand President since October 2024. He served as the Brand President for our affiliate, Waxing the City, from September 2019 to October 2024. He joined WCWLLC in December 2017 as its Vice President of Franchise Support and served in that role until September 2019.

Vice President of Operations: Mitchell Keyes

Mr. Keyes has served as our Vice President of Operations since January 2023. Mr. Keyes joined Anytime Fitness in April 2019 as Director of Club Operations.

ITEM 3. LITIGATION

Anytime Fitness Iberia, S.L. v. Sant Cugat Fitness, S.L., Reus Fitness, S.L., Mr. Joan Mana and Mr. David Balbuena, filed as a court proceeding in Barcelona, Spain, July 19, 2024. AFI brought this lawsuit against two former franchisees and their guarantors seeking an injunction and damages for terminating the franchise

agreements early and without just cause, for violating the post-termination non-competition provisions and for misuse of AFI's member data. Defendants have denied the allegations in the Complaint and brought counterclaims against AFI alleging failure to provide technical and commercial support, mismanagement of the marketing fund and providing inaccurate information in the sales process. AFI has denied all allegations in the Counterclaim.

Canadas Fitness, S.L. v. Anytime Fitness Iberia, SLU, filed as a court proceeding in Barcelona, Spain, November 24, 2021. This lawsuit was filed against AFI, an affiliated entity licensed by us to offer, sell and provide support for Anytime Fitness franchised locations in Spain, by a former Anytime Fitness franchisee who had operated an Anytime Fitness location in Las Rozas, Spain. The lawsuit generally alleges that AFI breached its duties under the franchise agreement by (1) failing to provide certain commercial and technical assistance and (2) making untruthful pre-contractual disclosures and statements. The lawsuit also alleges that AFI imposed unreasonable fees and requirement on the former franchisee. The lawsuit seeks damages of 1.1 million Euros and a declaration that the franchise agreement was lawfully terminated by the former franchisee. Alternatively, the lawsuit seeks rescission of the franchise agreement. AFI denied the allegations of the lawsuit. On November 27, 2023 after a trial, the Court dismissed the case. Plaintiffs appealed this decision on January 10, 2024. On February 6, 2024 AFI submitted its opposition to the appeal.

Anytime Fitness Iberia, S.L. v. Health & Performance S.L, Mr. Samuel Hernandez Bergada, Mr. Jorge Ramon Urieta and WETRAINGROUP S.L. and Ms. Carla Rubio Lara, filed in Barcelona, Spain, on January 31, 2025. AFI brought this lawsuit against a former franchisee and their guarantors seeking an injunction and damages for terminating the franchise agreements early and without just cause, for violating the post-termination non-competition provisions and for misuse of AFI's member data. The lawsuit was also brought against the company that purchased the former franchisees' gym in an attempt to collude in the evasion of the former franchisees' non-compete obligations. Defendants have denied the allegations in the lawsuit and Health & Performance S.L. has filed a counterclaim against AFI alleging nullity of the non-compete provision, breach of contract and demanding 40,000 Euros as damages. The alleged breaches of contract primarily refer to AFI's requirement that the former franchisee use certain designated suppliers which allegedly charged above market rates. AFI has denied all allegations in the counterclaim and intends to vigorously defend itself against the counterclaim.

The following disclosures relate to our affiliates, TBM and TBMLLC, in connection with the offering of boutique fitness studios that offer barre-based exercise classes under the name Bar Method:

Illinois v. The Bar Method Franchising Inc. and The Bar Method Inc. (Case No. 2009CH 0125, Seventh Judicial Circuit of Illinois, filed February 9, 2009). The Illinois Attorney General brought this action against Defendants, alleging the agreement between TBM and an Illinois resident that TBM assigned to TBMLLC in January 2008 constituted a franchise that was not registered under the Illinois Franchise Disclosure Act, and that TBM did not provide a franchise disclosure document to the operator as that statute requires. On February 9, 2009, Defendants agreed to the entry of a Final Judgment and Consent Decree in which, while not admitting any liability, Defendants agreed to the entry of a permanent injunction prohibiting Defendants from offering or selling franchises in Illinois without being registered as a franchisor or failing to provide the franchise disclosure document to residents of Illinois as the Illinois Franchise Disclosure Act requires. TBMLLC also agreed to offer rescission of the agreement to the Illinois operator and to the payment of penalties and costs to the State of Illinois in the amount of \$5,000. The Illinois operator did not accept the offer of rescission and its agreement continues in effect.

In the Matter of the Investigation by Andrew Cuomo, Attorney General of the State of New York, of The Bar Method Inc. and Carl Diehl (Assurance No. 08-108). On April 2, 2009, TBM and Mr. Diehl, as its Vice President, entered into an Assurance of Discontinuance ("AOD") under which, without admitting any violation of the law, they agreed to offer rescission of an agreement that TBM signed in New York without being registered to sell franchises in that state. As part of the AOD, TBM and Mr. Diehl agreed to comply

with the provisions of the New York Franchises Act and not to sell franchises in New York without a current registration. TBM also paid to the State of New York the sum of \$2,500. The New York operator did not accept the offer of rescission and she continues to operate her studio under the agreement.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

Except as set forth below, no bankruptcy information is required to be disclosed in this Item.

Thomas Leverton, the Chief Executive Officer of our parent companies Purpose Brands Holdings, LLC and Purpose Brands Intermediate, LLC, was the Chief Executive Officer of CEC Entertainment, Inc. located at 1707 Market Place Boulevard, Irving, Texas 75063 from July 2014 to February 2020. On or about June 24, 2020, approximately 4 months after Mr. Leverton left that company, CEC Entertainment and its debtor affiliates filed for protection under Chapter 11 of the United States Bankruptcy Code, Case No. 20-33163, United States Bankruptcy Court, Southern District of Texas (Houston). On December 15, 2020 the Court confirmed CEC and its debtor affiliates Plan of Reorganization. On December 30, 2020 the Court provided for the discharge of the debtors.

Benjamin Selden, the interim Chief Financial Officer of us, Basecamp, The Bar Method Franchising, Waxing Worldwide, and OTF Franchisor, and our parent companies Purpose Brands Holdings, LLC and Purpose Brands Intermediate, LLC, served as the Senior Vice President of Finance for Sungard Availability Services Capital, Inc. (“Sungard”), located at 680 Swedesford Road, Wayne, Pennsylvania 19087, from August 2017 to December 2019. On May 1, 2019 Sungard and certain of its affiliates filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court, Southern District of New York (Case No. 19-22915-rdd). On May 2, 2019 the Court confirmed the Plan of Reorganization of Sungard and its debtor affiliates. The bankruptcy cases were closed on September 6, 2019.

ITEM 5. INITIAL FEES

Initial Franchise Fee and Development Fee

Our standard initial franchise fee for an Anytime Fitness center is \$42,500. However, we do offer other pricing options for veterans and for existing franchisees of ours and our affiliated brands (The Bar Method, Basecamp Fitness, Orangetheory, and Waxing the City), so long as these franchisees are not in default under their existing franchise agreement(s) with us or the applicable brand, and for people signing an Area Development Agreement to operate multiple Anytime Fitness franchises. A schedule of the various options and fees follows:

	New franchisee	Existing Franchisee	Veteran Pricing¹	Veteran Existing¹	Club Purple²	Club Platinum³
1 location	\$42,500	\$37,500	\$38,250	\$33,750	\$27,500	\$22,500
2 locations⁴	\$75,000	\$65,000	\$67,500	\$58,500	\$55,000	\$45,000
3 locations⁴	\$97,500	\$82,500	\$87,750	\$74,250	\$75,000	\$67,500
4 locations⁴	\$130,000	\$110,000	\$117,000	\$99,000	\$100,000	\$90,000
5+ locations (each)⁴	\$27,500	\$25,000	\$27,000	\$22,500	\$25,000	\$22,500

- ¹ To qualify for Veteran pricing, you must be a current member of the United States military, or a veteran who received an honorable discharge from a branch of the United States military.
- ² This pricing is available only to existing Anytime Fitness franchisees that are members of Club Purple. Requirements for participation in Club Purple will vary from time to time, and are made available to our franchisees that qualify for our then-current standards for participation in that program. Franchisees with 4 or more Anytime Fitness centers must have a minimum of 25% of their clubs qualified for Club Purple in order to receive this discount.
- ³ This pricing is available only to existing Anytime Fitness franchisees that are members of Club Platinum. Requirements for participation in Club Platinum will vary from time to time, and are made available to our franchisees that qualify for our then-current standards for participation in that program. Franchisees with 4 or more Anytime Fitness centers must have 25% of their clubs qualified for Club Platinum in order to receive this discount.
- ⁴ We offer Area Development Agreements to develop multiple centers. The development fees you pay when you sign an Area Development Agreement will vary depending on the number of centers you commit to open, whether you are an existing franchisee, and whether you qualify for the Veterans program.

If you sign an Area Development Agreement, the initial franchise fee is referred to as a Development Fee, and you pay it in full, for all the centers you commit to open, when you sign the Area Development Agreement. In all other cases, the initial franchise fee is due in full when you sign the Franchise Agreement. All portions of the initial franchise fee (and Development Fee) are nonrefundable. The number of Anytime Fitness centers we will allow you to open under an ADA may be limited by various factors, including the capacity of the market in which you choose to develop.

You will have 12 months from the date you sign the Franchise Agreement to open and begin operating your center. If you are actively working with our real estate team in locating a site or have signed a lease with the assistance of our real estate team, we will waive the Monthly Fee until your Anytime Fitness center is open.

In the last fiscal year ended December 31, 2024, our Initial Franchise Fees ranged from \$22,500 to \$42,500 depending on which category the franchise fit.

ProVision Technology Purchases

You must purchase certain technology components from our affiliate, ProVision, including certain computer hardware, iPads, software and networking equipment, door readers, key fobs (either in hardware or in digital form) or equivalent technology, security and surveillance system, fitness scanning and/or monitoring equipment, sound system, and CCTV's (collectively, the "Technology System"). You also must have ProVision install the Technology System. The cost to purchase the Technology System package currently ranges from \$30,036 to \$36,472, payable to our affiliate. These package prices include taxes, shipping and installation costs, which we estimate will cost 38% of the package cost and which are payable to vendors or government agencies. You may, but are not required to, purchase additional equipment from ProVision to enhance the base Technology System package and you may be required to purchase additional equipment if your club is larger than an average club in our system.

Coaching Suite

The Coaching Suite (as defined in Item 11) is a required element of the Anytime Fitness system and you must implement it in your Anytime Fitness center. For new franchisees, the Coaching Suite Training Program is provided as part of our initial training program. If you are an existing franchisee that will now elect to offer the Coaching Suite at your center, and have not already attended training, then you must attend

the Coaching Suite Training separately. This training is offered virtually. You must pay our then-current fee, currently \$250 per person.

Compliance Drawing and Construction Documents

We will create a specific club layout/design (“Compliance Drawing”) of your center using the as-built drawings, surveys, technical data, and site plans you provide. You must obtain a Compliance Drawing from us. If you are developing a new Anytime Fitness center, we will provide you with one Compliance Drawing at no additional cost. We anticipate this design will be sufficient to provide to an architectural vendor to create your Construction Documents (defined below). If you are signing the Franchise Agreement as part of a franchise renewal or transfer and we determine that your Anytime Fitness center requires renovation or re-equipment, then you must pay us \$250 for your Compliance Drawing, but we will credit \$250 against one Monthly Fee payment if you complete all renovation and re-equipment requirements by the required due date. In either case, if you require additional Compliance Drawings, you must pay us \$250 for each additional Compliance Drawing. You must retain our designated architectural vendor to create a complete set of detailed construction documents and to complete construction of your Anytime Fitness center in compliance with the Compliance Drawing and our mandatory specifications (“Construction Documents”), and to obtain any required permits, and conform the premises to local ordinances or building codes.

As described in Item 8, you may participate in our “Construction Management Services” program offered through our approved vendor to oversee the construction of your Anytime Fitness center. At this time, participation in the Construction Management Services program is optional. However, we may transition the Construction Management Services to a mandatory program.

Grand Opening and Ramp Up Program

You must spend at least \$11,000 to \$23,000 (depending on your market Tier) on your approved Grand Opening and Ramp Up Program as described in Items 6 and 11. Currently, we do not require that you pay these amounts to us but if you fail to spend the minimum required amount, we may require you to pay the difference between what you should have spent on your Grand Opening and Ramp Up Program and what you actually spent, into the General Advertising and Marketing Fund. We may require you to pay to us the minimum required amount for the Grand Opening and Ramp Up Program and we will execute the Grand Opening and Ramp Up Program on your behalf. This amount would not be refundable.

Retail Product Package

We do not currently, but before you begin operating, we may require you to purchase a package of retail products to offer for sale in your Anytime Fitness center from us or our preferred or designated vendor(s).

**ITEM 6.
OTHER FEES**

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Monthly Fee	Currently \$820 per month per center. We reserve the right to periodically increase this fee and/or replace this fixed fee with a percentage-based monthly royalty of up to 8% of Gross Revenue. (Note 4)	On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	You will begin paying this fee after you open your center, but if you have a Protected Territory, and have not opened after 12 months, you then must begin paying this fee. If you are actively working with our real estate team in locating a site or have signed a lease with our assistance, we will waive the Monthly Fee until your Anytime Fitness center is open. This fee includes the monthly Coaching Suite fee.
General Advertising and Marketing Fee	Currently, \$600 per month per center, beginning when you open your center.	On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	We reserve the right to increase the General Advertising and Marketing Fee upon 60 days' written notice to you, provided it will not exceed the greater of \$600 per month or 2% of Gross Revenue (which may be calculated on a weekly basis)
Grand Opening and Ramp Up Program	\$11,000 to \$23,000 for an Anytime Fitness center (Note 6)	As incurred	You will not pay these amounts to us but we may require you to submit proof of purchase or other documentation to verify you met this requirement. If you fail to spend the minimum required amount on the Grand Opening and Ramp Up Program, we have the right to require you to pay the difference in to the General Advertising and Marketing Fund.
Base Technology Fee (formerly, Global Access Fee)	Currently, \$799 per month per center (Note 7)	On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	Once you begin operating, you pay this fee to us or our affiliate for ongoing support for our proprietary access control software, development and release updates of that software, access to SmartCoaching and business management resources and memberships, email hosting, fitness scanning and/or monitoring, and sound system services, and cellular communications. As part of this fee, ProVision will also provide security monitoring services and ongoing support for your technology, email, club operating software, and club management software. This fee is subject to an annual increase of 10%, compounded annually and cumulative.

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Coaching Suite Fees	Currently: 1-3 centers: \$149 per center 4-9 centers: \$109 per center 10+ centers: \$109 per center for the first 9 centers, and \$0 for each additional center thereafter We may increase this fee not to exceed \$300 per center per month.	On or before the 1st day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	You will only pay this fee to us for Anytime Fitness center(s) in which you are implementing the Coaching Suite if those centers are operating pursuant to Franchise Agreements dated March 28, 2019 or earlier. (Note 8)
Coaching Suite Registration Fee	Currently, \$250 per person. Currently, there is no Registration Fee as a new or renewing franchisee for you to attend the Coaching Suite Training that is conducted as part of our initial training program. We may increase this fee not to exceed \$500 per person.	At the time training is scheduled.	If you are an existing franchisee that will now offer the Coaching Suite at your center, and have not already attended training, then you must complete the virtual Coaching Suite training. (Note 9)
On-Site Relaunch Training or Additional Assistance Fees	\$4,000.	At the time training is scheduled or on the closing date of a club sale, whichever is earlier.	On-Site Relaunch Training: If you are a new franchisee purchasing an existing club we will send a representative or designee out to the purchased club for 2 to 6 days of required, on-site training for you and your staff in club operations. Length of training is at our discretion. Travel costs, room and board for corporate staff are included in the fee. Additional Assistance: If you ask us, or if we determine you need, additional assistance in operations training, we will send a representative or designee out to your club for 2 to 6 days of required, on-site training for you and your staff in club operations. Length of training is at our discretion. Travel costs, room and board for corporate staff are included in the fee. (Note 10)
On-Site Relaunch Re-booking Fees	\$2,000 for each re-booking.	Upon re-booking.	(Note 10)
On-Site Training Cancellation Fees	\$0-\$10,500 depending upon the type of scheduled training and how far in advance you cancel the training.	Upon cancellation or rescheduling.	(Note 10)

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
No Show Fees	Currently, \$750, or the actual costs of rescheduling travel, whichever is greater. We may increase this fee not to exceed \$1,500 or the actual costs of rescheduling travel, whichever is greater.	Immediately after notice from us.	If you are scheduled for an on-site visit by our representative or designee or register for an in-person training program, and you fail to attend, fail to have the appropriate parties attend, or fail to stay for the entire program, and you did not provide us at least 2 weeks' advance notice that you would not be attending, then you must pay this fee.
Healthy Contributions Fitness Incentive Program - Initial Fees	Currently, no cost for set-up of the first Fitness Incentive Program, and \$20 for each additional Fitness Incentive Program. Also, currently, a \$1.50 initial member fee for each member you enroll on the Healthy Contributions website, and \$3 for each member enrolled by a Healthy Contributions staff member upon club's request.	Paid by ACH or similar draft, generally 40-45 days after each activity month end.	Payable to Healthy Contributions if members or non-member attendees of your location are participating in Fitness Incentive Programs administered by Healthy Contributions. Fees are for the ongoing work in administering, transferring, processing and distributing funds and data for all fitness incentive programs. These fees may change upon notice to you commensurate with changes by participating Fitness Incentive Programs. You would sign the Healthy Contributions Agreement attached to this Disclosure Document as Exhibit H. See Item 8.
Healthy Contributions Fitness Incentive Program - Ongoing Fees	Currently, a \$5 fee per each Fitness Incentive Program per month, a monthly transaction fee of \$0.35 per active member for each applicable deposit, a \$0.40 per member, per month maintenance fee for data storage and security.	Paid by ACH or similar draft, generally 40-45 days after each activity month end.	Payable to Healthy Contributions if members or non-member attendees of your location are participating in Fitness Incentive Programs administered by Healthy Contributions. Fees are for the ongoing work in administering, transferring, processing and distributing funds and data for all fitness incentive programs. These fees may change upon notice to you commensurate with changes by participating Fitness Incentive Programs. You would sign the Healthy Contributions Agreement attached to this Disclosure Document as Exhibit H. See Item 8.
Charitable Contribution	\$100 per month	On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	Although we currently do not require you to pay this charitable contribution, in the future we may require you to pay \$100 per month to Heartfirst Charitable Foundation or another charitable organization we designate.
Inspection Fee	Generally, \$50 - \$100	Upon notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	We reserve the right to have someone conduct an inspection of your center after you open. If you fail the inspection, the center will be re-inspected, and you may then have to reimburse us for our costs of additional inspections until the center passes an inspection. As long as you pass the initial inspection, you will not incur this cost.

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Peer Compliance Committee Default Fee	Up to \$1,000 per violation, per month	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	If you breach certain provisions of your Franchise Agreement, we can submit the default to a "Peer Compliance Committee" made up of other franchisees. If they determine a breach occurred, they may levy a fine against you of up to \$500 per month. If you do not timely cure, or breach the provisions again, the next fine can be up to \$1,000 per month. Any fines the Peer Compliance Committee may assess are in addition to the standard default fee described below and any damages or costs we may incur as a result of the default.
Standard Default Fee	Up to \$1,000 per violation per month	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	In addition to our right to terminate the Franchise Agreement, if you breach certain provisions of your Franchise Agreement, and you fail to cure the default during the cure period provided, you must pay us a fee of up to \$1,000 per month until the default is cured in order to offset our costs incurred to address the default. This standard default fee is in addition to any fines that may be assessed through the Peer Compliance Committee.
Marketing Materials	\$5,000 for first year and thereafter may vary based on your purchases	When incurred.	You must purchase marketing materials for promotions we require. This amount is for the first year of operations. After the first year, the amount will vary based upon your needs, but will count against your Local Marketing Spend requirement.
Conference Fee	Currently, \$499 for early registration, increasing to \$749 at the Conference. We may increase this fee, but will not increase it above \$1,500 per registration.	When you register for the Conference.	You must pay this fee in those years in which a Conference is scheduled, for one center, regardless how many centers you open, even if you do not register for our Conference. It gives you a registration for a Principal Owner of your business to attend or participate in our Conference. (Note 11)
Continuing Engagement Credit Fees	Up to \$1,200 for each year you fail to complete 1,200 continuing engagement credits ("CEC"), as outlined in our Operations Manual. (Note 12)	During the first quarter of each calendar year. Your billing vendor will subtract this fee from the receipts generated by your accounts.	We will contribute these fees to the General Advertising and Marketing Fund. See Item 11 for additional information on completing credits.
Customer Service Webinar	\$250 per month	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	If you fail to meet our customer service standards, you must take our customer service webinar and pay this fee. If you do not take the webinar within the time we require, you will be charged an additional \$250 per month until you attend the webinar.
Renewal Fee	\$7,500	At least 30 days before the term of your Franchise Agreement expires.	You only pay this fee if you want to renew your franchise.

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Transfer Fee	\$9,999 or \$25,000 (Note 13)	Before you transfer the franchise.	You only pay this fee if you sell your franchise or your interest in it.
Liquidated Damages	\$10,000	If you fail to develop an Anytime Fitness center by the deadline provided in an Area Development Agreement that you sign.	This fee only applies if you sign an Area Development Agreement, and it then applies for each Anytime Fitness center you fail to develop under that agreement.
Insurance/Bond Handling Fees	Currently, \$100. We may increase this fee not to exceed \$300.	Immediately after notice from us.	You only pay this fee to us if you fail to obtain insurance or a health club surety bond, and we obtain the insurance coverage or the surety bond for you. This fee does not include the cost of insurance or bond premiums, for which you must also reimburse us.
Costs and Attorneys' Fees	Will vary under circumstances.	Immediately after notice from us.	You only pay this amount if we are successful in any legal action we bring against you, or in defending any claim you bring against us.
Interest	The lesser of 1.5% per month or the maximum rate allowable by applicable law.	As incurred.	Payable on all overdue amounts.
Indemnification	Will vary under circumstances.	As incurred.	You have to reimburse us if we are sued or held liable for claims arising out of your business.
Club Enhancement Program	\$1,000 per month	Each month after you begin operating.	These are your funds that we recommend you set aside to remodel your Anytime Fitness center to current standards as a condition to renewing your franchise and to provide other updates to your center. However, we have the right to require you to pay these amounts to us to hold for you. (Note 14)
Local Marketing Spend	\$600, \$800 or \$1,000 per month, depending on your market tier; no minimum for an Anytime Fitness Express Market center. Currently, \$350 one-time setup fee if we conduct the local marketing on your behalf	As Incurred	After the Grand Opening and Ramp Up Plan, you must spend a required amount per month on approved local advertising, depending on your market tier. (Note 15)
PT Revenue Reporting Fee	\$500 per missing report	As incurred	You will be charged this fee for each month you do not report your PT revenue through our designated Club Management Software or our mandated billing platform.
Pre-transfer / Renewal Technology Inspection Fee	\$300	Upon invoice	You will be charged this fee for an inspection of your technology system by ProVision to determine compliance with system standards in advance of a renewal or transfer of your franchise agreement.

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Provider Program	7% of revenue received from Physical Therapy or Chiropractic provider. We may increase this fee not to exceed 15% of revenue received. \$1,000 - \$2,000 for training	Monthly	You will pay this fee if you elect to participate in the Provider Program. You would sign the Provider Program Addendum attached to this Disclosure Document as Exhibit Q.
Anytime Nutrition Program	\$149 per month We may increase this fee not to exceed \$249 per month.	Monthly	You will pay this fee if you elect to participate in the Anytime Nutrition Program. You would sign the Anytime Nutrition Program Addendum attached to this Disclosure Document as Exhibit R.

Notes:

(1) Unless otherwise stated, all fees are paid to us, are non-refundable, and are uniform for all new franchisees. (Franchisees who signed earlier versions of our franchise agreements may be paying lower fees in some categories.) In certain unique circumstances, we may waive one or more of these fees.

(2) If your state, or any governmental body in your state, charges a state income or business activity tax on any fee you owe to us or to our affiliates, then you must pay an additional amount equal to the amount of this state income or business activity tax. This does not apply to any federal or Minnesota income taxes we or our affiliates have to pay.

(3) For all amounts you owe to us or our affiliates, we have the right to collect these fees by pre-authorized check draft or pre-authorized credit card charge. However, currently, our preferred provider of the billing and payment processing services collects most of these fees on our behalf from the fees they collect each month from your members. A copy of the billing and payment processing services agreement with our preferred provider is attached as Exhibit P.

(4) We may adjust the Monthly Fee as of January 1 of each year to reflect inflation according to the Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, or its successors. Although we currently do not charge a percentage-based royalty, we can, on 30 days' notice to you, replace the fixed Monthly Fee with a percentage-based monthly royalty of up to 8% of Gross Revenue, including personal training revenue and point of sale revenue.

(5) You pay the Monthly Fee, the General Advertising Fee, and the Base Technology Fee, and if you choose to participate in our Charitable Contribution Programs, then also your monthly charitable contribution, in advance on or before the first day of each month. You will also pay any Coaching Suite Fee (if applicable) in advance on or before the first day of each month. However, if you open after the first of the month, the fees are not due until the first day of the following month. As an example, if you sign your Franchise Agreement April 15, and your business opens June 15, the first month that you must pay these fees is July. You will also pay the full amount of these fees for the last month of the term of the Franchise Agreement, regardless of the actual termination date of the Franchise Agreement.

(6) You must spend a minimum total of \$11,000 to \$23,000 depending on your market Tier on a Grand Opening and Ramp Up Program for your Anytime Fitness center beginning 60 days prior to your scheduled opening and ending 60 days following the opening of your Anytime Fitness center. You must spend a minimum of \$11,000 in local marketing if your Anytime Fitness center is located within a Tier 3 market. You must spend \$16,000 in local marketing if your Anytime Fitness center is located within a Tier 2 market.

You must spend \$23,000 in local marketing if your Anytime Fitness center is located within a Tier 1 market. Your market tier is determined by population size; Tier 1 is a market in which we have determined there are more than 50,000 people within a 3 mile radius of the location of your Anytime Fitness center; Tier 2 is a market in which we have determined there are between 25,000 and 49,999 people within a 3 mile radius of the location of your Anytime Fitness center; and Tier 3 is a market in which we have determined there are less than 25,000 people within a 3 mile radius of the location of your Anytime Fitness center.

(7) We may increase the amount and calculation of the Base Technology Fee 10% annually. Adjustments are compounded annually and cumulative including increases in any given year of greater than 10% to adjust for prior years when no increase, or an increase of less than the permitted percentage increase, was implemented. While the services ProVision provides include security monitoring, the fee is paid for ProVision's ongoing support of the technology purchased through ProVision, technology services, proprietary and club management software, any applicable development updates and release updates, networking equipment and support, door reader technology, security and surveillance system, fitness scanning and/or monitoring equipment, sound system, and email hosting. You are paying nothing extra for security monitoring on a system ProVision installed. Therefore, if you have someone else do your security monitoring, this fee will not change. This fee also does not include support for any third-party software, including any type of malicious software protection. This fee may also not include the rights to any required digital media content for in-club display. Although not currently required, you may be required to purchase rights in this digital content to display in your Anytime Fitness Center during the term of your Franchise Agreement. In addition, if you need service on equipment or a system that ProVision did not install, ProVision may provide that support but will charge you its then-current hourly support fee. The current hourly rate is \$150.

(8) If you are implementing the Coaching Suite for an existing center that does not already have access to and use the Coaching Suite (which is currently required if you operate multiple Anytime Fitness centers and are implementing the Coaching Suite in any of your Anytime Fitness centers, such as upon signing our then-current form of Franchise Agreement for a renewal term for any center) then you will pay us a fee for access to a proprietary Coaching Suite (as defined in Item 11) that will help you provide personal and group training, nutrition and recovery programming to your members. This fee is \$149 per Anytime Fitness center for up to three centers. If you have four or more Anytime Fitness centers, the fee is \$109 per center, for all centers up to a maximum of nine. As of the issuance date of this Disclosure Document, use of the Coaching Suite is required. You must also sign the Coaching Suite Addendum attached to this Disclosure Document as Exhibit N.

(9) In order to use the Coaching Suite in your Anytime Fitness center, you must complete the Coaching Suite Training. This Training Program is included in New Franchisee Training and is also offered in a virtual format. Training for you is included in your Initial Franchise Fee. If you are an existing franchisee that will now elect to offer the Coaching Suite in your existing Anytime Fitness center(s), and you have not already successfully completed this training program, you must attend the Coaching Suite Training separately. The fee for the Coaching Suite Training is \$250 per person.

(10) If you require or request on-site assistance, you can request that we send a representative to provide further assistance to you. If we agree to provide this additional assistance, we must agree in advance to the charges you will pay and the length of the visit. We may also require you to receive additional assistance if you are not meeting our requirements, if we determine, in our sole discretion, additional pre-opening or post-opening assistance is required, or if we determine that it is necessary for us to provide additional assistance to you to keep the system competitive or correct any deficiencies in your business. We will send a representative or designee out to your club for 2 to 6 days of required, on-site training for you and your staff in club operations. Length of training is at our discretion. Travel costs, room and board for corporate staff are included in the fee.

You must pay our then-current on-site training cancellation fee in the event you cancel any scheduled training program to take place on-site at your Anytime Fitness center, which may vary based upon the specific training program and how far in advance you provide notice of cancellation. Our cancellation fee is currently as follows: (i) no cancellation fee if you cancel it 30 or more days in before scheduled training, and (ii) 100% cancellation fee (i.e. no refund) if you cancel it less than 30 days before the scheduled training program. We currently do not charge any other on-site cancellation fees for our training programs, but we reserve the right to do so in the future. For training you must provide certain documents related to the club performance at least 14 days in advance of the on-site training visit. If you fail to provide the requested documents at least 14 days in advance you must re-book the training and pay a \$2,000 re-booking fee in addition to the fee you paid for the training.

(11) A person owning more than a ten percent (10%) interest in your Anytime Fitness center and signing and guaranteeing the franchise agreement, who we will refer to throughout this Disclosure Document as the “Principal Owner,” must attend our Conference. If they do not register for the Conference, we will bill you for the “early bird” minimum conference fee after the Conference.

(12) We will prorate the requirement, and the fee, during the first year you operate.

(13) If you transfer the franchise before you open the center, the fee will be \$25,000. If you transfer the franchise after you open, the transfer fee is \$9,999. If you are a member of Club Platinum or Club Purple and you purchase an existing open Anytime Fitness center for less than \$125,000, we will charge you 50% of the then-current transfer fee. In addition, prior to the transfer, you or the proposed transferee must pay to us or the applicable broker, as we designate, any broker fees or commissions that we or you incur in connection with the transfer.

(14) You must upgrade your Anytime Fitness center as a condition to renew your franchise. Club enhancement fees we recommend you collect from your members should cover some or all of this amount. However, we do not represent these amounts will be sufficient to complete the remodeling. The actual costs you incur will vary, depending on the condition of your Anytime Fitness center, construction and other costs in your market, and our requirements at that time. Further, you will likely need additional amounts to comply with our equipment and technology standards and requirements that we adopt from time to time, which may require you to replace your cardio and strength equipment. Based on our current standards, you should expect to replace selective cardio equipment within 5-7 years, and strength equipment approximately 10 years after opening. The timing for replacing equipment will depend on a variety of factors, including our then current standards, member usage, new innovations in technology, security and equipment, brand enhancement, and emerging trends in the industry.

(15) After the Grand Opening and Ramp Up Plan, you must spend a minimum required amount each month on approved local advertising. You must spend a minimum of \$600 per month on local advertising if your Anytime Fitness center is located within a Tier 3 market. You must spend \$800 per month on local advertising if your Anytime Fitness center is located within a Tier 2 market. You must spend \$1,000 per month on local advertising if your Anytime Fitness center is located within a Tier 1 market. Currently, you are not required pay these amounts to us but we may require you to provide proof of purchase or other documentation to verify you spent the required amount and if you did not spend the required amount we may require you to pay the difference between what you should have spent and what you actually spent into the General Advertising and Marketing Fund. Amounts you pay to us for Marketing Materials after the Grand Opening and Ramp Up Plan will count against this Local Marketing Spend requirement. We may also require you to pay to us the minimum required amount each month for local advertising, plus our current one-time setup fee, and we will conduct the local advertising on your behalf.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE (Note 1)	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise/ Development Fee (Note 2)	\$42,500	\$42,500	Lump sum	When you sign your franchise agreement	Us
Travel and Training Expenses (Note 3)	\$1,500	\$1,875	As Incurred	Before and During Training	Vendors
Leasehold Improvements (Note 4)	\$93,900	\$430,000	As Incurred	As Incurred	Third Parties
3 Months' Rent + Security Deposit (Note 4)	\$36,000	\$56,500	As incurred	Monthly	Landlord
Construction Management Fees (Note 4)	\$0	\$13,500	As incurred	Before Opening	Vendors
Architect/Design Fees (Note 5)	\$17,370	\$30,820	As specified in contract	At the time of design	Architect
Fitness Equipment (Note 6)	\$138,000	\$155,760	Lump Sum	Before Issuing Order for the Equipment	Us, affiliates, or Vendors
Technology Equipment Package (Note 6)	\$30,036	\$36,472	Lump Sum	Before Issuing Order for the Equipment	Us, affiliates, or Vendors
Supplies (Note 7)	\$3,500	\$3,800	As Incurred	As Incurred	Vendors
Interior & Exterior Signs (Note 8)	\$20,500	\$37,000	Lump Sum	Before Opening	Vendors
Miscellaneous Opening Costs (Note 9)	\$7,000	\$8,930	As Incurred	As Incurred	Vendors
Pre-Sale/Grand Opening Advertising (Note 10)	\$11,000	\$23,000	As Incurred	60 Days Before and After Opening	Us or Vendors
Insurance/Bond (Note 11)	\$2,900	\$3,450	Lump Sum	Before Opening	Vendors
Furniture & Fixtures	\$8,000	\$16,000	As Incurred	Before Opening	Vendors
Additional Funds – 3 Months (Note 12)	\$46,620	\$48,000	As Incurred	As Incurred	Us, Suppliers, Utilities, etc.
Total (Note 13)	\$458,826	\$907,607			

This table relates to the estimated initial investment for a start-up fitness center.

Notes:

(1) None of these payments are refundable. These figures are estimates based on our experience in establishing and operating Anytime Fitness centers in the last year and reflect the anticipated initial costs based on a lease for a “vanilla shell” or “as is” space for the operation of a 4,000 to 6,300 square foot Anytime Fitness center.

(2) The Initial Franchise Fee is described in Item 5. If you sign a Development Agreement to develop multiple Anytime Fitness centers, you will pay a Development Fee based upon the number of centers you commit to open as described in Item 5. The Development Fee replaces the Initial Franchise Fee you would have paid for those centers. You must commit to open at least 2 centers under the Development Agreement.

There are no other incidental expenses you should incur as a Developer, as the expenses to open each center are accounted for in the chart.

(3) The person you designate as the “Principal Operator” of your business must attend mandatory initial training in Woodbury, Minnesota or such other place we designate. In addition, if your Principal Operator is not a Principal Owner, then a Principal Owner must also attend and complete this training to our satisfaction before you open your Anytime Fitness center. While we do not charge you for this training, you do have to pay your travel and living expenses while you attend the training. Your actual cost will vary, depending on the distance to be traveled, your method of travel, and your personal circumstances.

In addition, the Coaching Suite (as defined in Item 11) is a required element of the Anytime Fitness system and you must implement it in your Anytime Fitness center. For new franchisees, the Coaching Suite Training Program is provided as part of our initial training program. It is also offered in a virtual format.

(4) Our estimate for initial expenses for real estate and improvements assumes you will lease a “vanilla shell” or “as is” space, which, at a minimum, includes rooms that will work as an office, bathrooms, studio space, concrete floors, demised exterior walls, HVAC, roof, and utilities stubbed to the premises sufficient for an Anytime Fitness center. Our estimate assumes you will pay \$21.31 per square foot for base rent and \$5.47 per square foot for CAM. These estimates are based on the average base rents and CAM charges experienced by our system in 2024. Most of our franchisees receive some tenant improvement allowance from their Landlord (the average amount received by franchisees in our system in 2024 was \$21 per square foot and the range was zero to \$45 per square foot). Our estimate assumes you must pay only 1 month’s rent as a security deposit. Costs will vary in relation to the physical size and location of the fitness center.

As described in Item 8, you may be required to participate in our “Construction Management Services” program offered through our approved vendor to oversee the construction of your Anytime Fitness center. At this time, participation in the Construction Management Services program is optional but we have included the \$13,500 cost in the high range estimates. We may transition the Construction Management Services to a mandatory program in the future.

The amount of your leasehold improvements will vary based on existing conditions, size, design, including the availability and prices of labor and materials. You should carefully investigate all of these costs in the area where you wish to establish your Anytime Fitness center. In addition, we assumed the general contractor will include permitting fees in the construction costs. The estimates assumes standard tenant improvements within a structure, designed for commercial use, and excludes items such as structural modifications, site work, energy studies, surveys and/or exterior improvements.

(5) As described in Item 5, we will create a Compliance Drawing of your center. If you are developing a new Anytime Fitness center, we will provide you with one Compliance Drawing at no additional cost. We anticipate this design will be sufficient to provide to an architectural vendor to create your Construction Documents. If you are signing the Franchise Agreement as part of a franchise renewal or transfer and we determine that your Anytime Fitness center requires renovation or re-equipment, then you must pay us \$250 for your Compliance Drawing, but we will credit \$250 against one Monthly Fee payment if you complete all renovation and re-equipment requirements by the required due date. In either case, if you require additional Compliance Drawings, you must pay us \$250 for each additional Compliance Drawing. You must retain our designated architectural vendor to create a complete set of detailed Construction Documents, and to obtain any required permits, and conform the premises to local ordinances or building codes. We do not construct, remodel or decorate your premises.

(6) The total cost of equipment will vary depending on various factors, including the size of your fitness center and the type of equipment you obtain. Some costs will vary in relation to the physical size of the fitness center and whether you purchase from our recommended sources or from others. These figures

reflect the ProVision basic package cost (payable to our affiliate) and include an estimated 38% for taxes, shipping and installation (payable to vendors or government agencies).

(7) This amount includes the costs for office and cleaning supplies as well as the automated external defibrillator that you are required to purchase. The AED will generally cost \$2,000.

(8) The above amounts reflect our recommended package. The total cost of the signage will vary depending on various factors, including the size of your location, and local zoning requirements.

(9) This amount includes utility set-up and first month costs, permitting and licensing fees, and professional (legal and accounting) fees.

(10) You will need to spend a minimum of between \$11,000 and \$23,000 (depending on your market Tier) for a Grand Opening and Ramp Up program as described in Items 5 and 11. Some franchisees, particularly people who sign Area Development Agreements to control an entire market, may spend more than \$23,000 per center for grand opening advertising. Currently, we do not require that you pay these amounts to us but if you fail to spend the minimum required amount, we may require you to pay the difference between what you should have spent on your Grand Opening and Ramp Up Program and what you actually spent, into the General Advertising and Marketing Fund. We may require you to pay to us the minimum required amount for the Grand Opening and Ramp Up Program and we will execute the Grand Opening and Ramp Up Program on your behalf.

(11) You will need to purchase and maintain in effect at all times during the term of the Franchise Agreement a bond for your business, which you must purchase from our designated surety bond vendor to secure your obligations to pre-paid members for membership fees and for pre-paid personal training revenue. We have negotiated a base rate of \$250 per year for bonds through our designated vendor, however your actual cost may vary based on your individual circumstances. Further, you will need to purchase and maintain in effect at all times during the term of the Franchise Agreement a policy or policies of insurance, naming us and our affiliates as additional insureds on these policies. You must have and maintain general liability insurance with complete operations coverage, broad form contractual liability coverage, property damage all with current minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence, \$3,000,000 in the aggregate, and other insurance in the types and amounts as we may require or as required by law. The insurance policy must be written by a carrier who has a minimum rating acceptable to us. Our insurance estimates do not include premiums for worker's compensation insurance, employer's liability insurance or automobile liability insurance. Your insurance costs may be substantially higher if you have to buy employer's liability insurance, automobile liability insurance, or any other insurance required by your landlord. Before you make a decision to purchase the franchise, you should confirm that insurance is available for a fitness center of the type you intend to operate, given that you will not staff the premises all of the time.

(12) These figures estimate your initial startup expenses during the initial 3 months. We recommend that you have additional funds available to you to fund your business. These costs include costs for uniforms and payroll expenses for a full-time personal trainer and 2 full-time employees. These costs also include additional utility costs, keyfobs, the first 3 months' of Monthly Fees, General Advertising and Marketing Fees and minimum Local Marketing Spend, and Base Technology Fees for a single Anytime Fitness center (see Item 6). These costs do not include any owners' draw amounts. These estimates assume that local or state law applicable to your Anytime Fitness center do not require a full-time on-site staff member or additional equipment than we require.

(13) These figures are estimates based on our and our predecessor's experience in establishing and operating Anytime Fitness centers. We do not offer financing for any part of the initial investment. The availability and terms of financing will depend on factors like the availability of financing generally, your

credit worthiness, your relationship with local banks, your experience in the fitness industry, and any additional collateral you may offer to a lender to secure the loan. If you finance the establishment of your Anytime Fitness center with an SBA loan you will also incur SBA fees and costs which may include an additional 2.25% of the loan amount, closing costs, interest reserves, and a construction contingency. Our estimates do not include any finance charges, interest or debt service obligations.

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

All branded items, marketing, equipment, furnishings, fixtures, signs, uniforms, billing and processing services, software, software support and security monitoring services, insurance and supplies you purchase for use in your business must meet our specifications. Those specifications may include minimum standards for delivery, performance, design, appearance, and quality. We will issue the specifications to you before you begin operating. We may include these specifications in the Operations Manual that we provide on-line to you, or we may issue them separately. We have brand specifications relating to the format and content of local advertising. We require you to comply with those specifications and require that you obtain our prior approval with respect to the use of any advertising materials you prepare. You may not create any digital or electronic medium or method of communication, including a website, web page, review or opinion page, social media and/or social networking site, channel, avatar, profile, including an online business profile, account, hashtag, user name or application, whether web-based or otherwise, or keyword advertising, pay-per-click advertising or other search engine marketing, using our Marks or otherwise relates to your Anytime Fitness center. You must provide us with full admin access (including with log-in information) to all social media accounts, profiles and pages, business managers, and ad accounts related to your Anytime Fitness center or that use our marks. You must provide ownership-level access to any Google Business profiles.

You can expect that the items you purchase to meet our specifications will represent over 90% of the total purchases you will make to begin operations. Once you begin operating, we expect the items you purchase that meet our specifications will represent approximately 70% of your total expenses.

If you want to purchase items for your Anytime Fitness center that we have not previously approved, or items that differ from our specifications, you must notify us in writing. If we request, you must submit samples and other information we require for testing or to otherwise determine whether the product, material or supply meets our specifications and quality standards. We do not impose any fee for our consideration of an item not previously approved.

We may require you to purchase certain furniture, equipment, inventory, supplies, services and other products used or offered at your business from vendors we approve, in which case we will provide you with a list of approved suppliers. These will include mandatory vendors (persons from whom you must purchase certain items or services), designated vendors (for items or services that must be purchased from vendors we approve), and preferred vendors (for vendors we have approved, but in categories where we do not require you obtain our approval of the vendor). These suppliers may pay vendor rebates to us and they may include our company and affiliates of ours.

You must have and maintain general liability insurance with complete operations coverage, broad form contractual liability coverage, property damage, all with current minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence, \$3,000,000 in the aggregate.

When we have a designated vendor, if you want to purchase from other vendors the items or services for which that vendor has been designated, you must notify us in writing and obtain our approval. If you seek approval of a new supplier (or if the supplier applies directly to us for approval), we will require the supplier pay us a nonrefundable fee of \$300 before we will consider approving their application. This fee is intended

to defer our cost of reviewing the supplier. (We do not require you to pay any fee.) We may also require the supplier to sign a supplier agreement with us.

In reviewing prospective vendors, we consider whether the product or service is consistent with our concept and brand; how they and/or their products or services would enhance our brand and make it more attractive to members or franchisees; how the product or service would improve the workout experience of a member; how the product or service would increase revenue of a franchisee's club; how the product or service would increase the efficiency of a franchisee; if the product or service is already available through other sources, would approval of another vendor enhance competition or dilute our ability to maximize pricing benefits for our franchisees; is the product of a commercial quality with a proven record of durability; does the supplier support our values; and other factors. We also consider whether the product or service is already available through other sources, and whether the approval of another vendor would enhance competition or dilute our ability to maximize our potential with our existing vendors. In addition, we consider demand from franchisees, the need for the vendor based on business trends, and the ability of the vendor to serve franchisees throughout the United States. (The criteria are posted on our website for potential vendors and franchisees.) We will generally notify you and the vendor of our approval or disapproval within 45-60 days of our receipt of all the information and samples we request. If we revoke approval of any vendor or any item offered by a vendor, we will send you written notice of our revocation of an approved supplier or item.

We currently have the following mandatory vendors:

1. To keep the integrity of the reciprocity system that is integral to the Anytime Fitness system and the benefits we provide to our members, you must obtain all billing and payment processing services from a mandatory vendor. This vendor is not an affiliate of ours, but we receive rebates from that vendor. A copy of the billing and payment processing services agreement with our preferred provider is attached as Exhibit P.
2. You must purchase the Technology System from our affiliate, ProVision.
3. Healthy Contributions is an affiliate that assists in the transfer, processing and distribution of funds and data for various fitness incentive programs, such as group memberships, pay per visit, reimbursement, physical assessments, and vouchers, and receives a fee for these services. Healthy Contributions also provides an online portal to offer, track and manage fitness membership programs. You are required to use their services for group membership, reimbursement and voucher programs. Healthy Contributions may also have exclusive arrangements with some companies that offer these incentive programs to your members and may solicit companies or organizations that have multiple offices to offer memberships or discounts on memberships to their employees. As of the issuance date of this Disclosure Document, Healthy Contributions' program offerings include:
 - Anytime Fitness Group Memberships powered by Healthy Contributions: Exclusive arrangements with organizations and employer groups that receive bulk rate membership pricing.
 - Reimbursement Programs: Full paying member can receive a monthly monetary reimbursement for meeting a monthly visit requirement by their employer group or insurer.
 - Voucher/Promotional Programs: Non-reloadable dollar amount vouchers or discounts provided by employer or other organization to your members which can be redeemed for goods and services at your location.

- Physical Assessments: Clubs receive a flat rate payment for completing a physical assessment proctoring and results submission to agency for candidates applying under police, corrections academy or similar organizations. Participation in this program is optional.
- Pay-Per-Visit (PPV): PPV programs provide a complimentary membership to the member and the club is paid for visits made to the club each month. Participation in Pay-Per-Visit programs is optional.

You must use our preferred vendors for your Grand Opening and Ramp Up Program for your Anytime Fitness center, which may include us or our affiliates, and we may require you to submit your grand opening plans and local marketing plans for our prior approval, submit proof of purchase or other documentation to verify you have met minimum spend requirements, and we may require you to provide performance data to allow us to determine the performance of your local marketing activities.

We have the right to designate a single source or sources from whom you must purchase any required products and services, and we and/or our affiliates may be that single source or one or more of the sources.

We may require you to purchase apparel and other products for use and retail sale in your Anytime Fitness center from us or our preferred or designated vendors. SEB Distribution will sell Anytime Fitness branded and other products for use and retail sale in your Anytime Fitness center. SEB Distribution is one of various approved vendors for these items. You may not create or sell Anytime Fitness branded retail products or apparel for retail sale without our express approval.

We do not currently, but we may in the future, require you to work with our designated vendors (which may include us or our affiliates) that provide local marketing services, such as placing and managing digital and/or traditional paid media tactics.

As described further in Item 11, the Club Management Software is mandatory and you must purchase the Club Management Software from our designated vendor(s). We reserve the right to terminate such designated vendors at any time and you may be required to change Club Management Software providers or purchase it from only one designated vendor. You currently must use the Club Management Software or our designated CRM platform to manage automated emails, text messages, and one to one communications to your members and prospective members. You also currently must process payments for personal, small and/or large group training through your Club Management Software.

You may be required to purchase rights to display Anytime Fitness branded digital content in your Anytime Fitness Center during the term of your Franchise Agreement.

We are currently the only designated vendor of the Coaching Suite, which is further described in Item 11. As of the issuance date of this Disclosure Document, the Coaching Suite, certain elements of which are also referred to as SmartCoaching, is a required element of our system that you must implement. We also offer coaching, personal training, nutrition, and recovery products and services directly through your Anytime Fitness center and through a digital health and wellness platform currently built into a mobile application in which each of your members will be enrolled. We are the only vendor of this platform.

We are currently the only designated vendor of the Anytime Nutrition and Provider Programs, which is optional programs that are further described in Item 11. We may require you to offer physical therapy, recovery and nutrition coaching services either directly or through third parties. If we do, you may be required to use one or more of our designated vendors to provide these services, purchase additional equipment or technology, and provide additional training to your staff.

We do not currently, but we may in the future require you to contract with our designated vendors for personal training sales development and coaching services.

You must obtain a Compliance Drawing from us. If you are developing a new Anytime Fitness center, we will provide you with one Compliance Drawing at no additional cost. If you are signing the Franchise Agreement as part of a franchise renewal or transfer and we determine that your Anytime Fitness center requires renovation or re-equipment, then you must pay us \$250 for your Compliance Drawing, but we will credit \$250 against one Monthly Fee payment if you complete all renovation and re-equipment requirements by the required due date. In either case, if you require additional Compliance Drawings, you must pay us \$250 for each additional Compliance Drawing.

You must use our designated architectural vendor to provide Construction Documents. We estimate the fees for these documents will be \$17,370 to \$30,820.

You must purchase uniforms for your employees from a designated uniform vendor. You must also purchase a health club surety bond from a designated bond vendor. We require the surety bond to protect pre-paid memberships and pre-paid personal training revenue you collect. The surety bond is also required by some state laws.

We offer construction management services through an approved third-party vendor to assist franchisees with the build-out of Anytime Fitness centers ("Construction Management Services"). Construction Management Services generally include consulting services regarding construction-related lease requirements, construction estimates, general contractor bidding and selection (you select the general contractor), the exterior sign review and approval process, utilities set up, obtaining building permits, site conditions and work progress, FF&E operation, maintenance and trouble-shooting; providing a punch list of open issues; construction warranty work; and obtaining occupancy approval. As of the issuance date of this Disclosure Document, the Construction Management Services are optional. The cost for this program is approximately \$13,500. We may transition the Construction Management Services to a mandatory program for all franchisees and you must pay for and use the Construction Management Services if you have not signed a franchise agreement with us or have not commenced the construction of your Anytime Fitness center by the time we implement the program. You must pay our approved vendor for the Construction Management Services when you sign its Project/Construction Management Services Agreement. This payment is not refundable. While our vendor provides consulting services in these various areas if you sign its Project/Construction Management Services Agreement, you alone are responsible for all fees, costs, and expenses associated with your Anytime Fitness center's build-out, including plans and specifications, permits, licenses, construction and materials, FF&E, installation and insurance.

We may also negotiate preferred vendor contracts with vendors. The preferred vendor contracts will usually provide favorable pricing to our franchisees. A list of current preferred vendor contracts will be available to you from us at any time after you sign your Franchise Agreement.

As further described above, we have the right to designate a single source or sources from whom you must purchase any required products and services, and we and/or our affiliates may be that single source or one or more of the sources.

We and our affiliates may derive revenue from your purchases or leases of goods, services, supplies, fixtures, equipment, inventory and products from our mandatory, designated or preferred suppliers. This income may be in the form of percentage rebates on the purchases you make from the vendor or fixed amounts on supplies and services. Those rebates are typically up to 15% of the purchases you make from the vendor. There are also some vendors who pay us fixed rebates on supplies and services.

During the fiscal year ended December 31, 2024, we received \$32,098,134 in revenue from the purchase, lease or sale of required goods or services to our franchisees, which was 24% of our total revenues of \$133,789,368. Healthy Contributions received \$8,000,646 in revenue from the purchase, lease or sale of required goods or services to our franchisees. ProVision received \$28,999,676 in revenue from the purchase, lease or sale of required goods or services to our franchisees. SEB Distribution received \$36,780 in revenue from the purchase, lease or sale of required goods or services to our franchisees. This information was taken from our and our affiliates' internal financial records. As this information was taken from our and our affiliates' internal financial records, revenue reported in this paragraph has not been modified for ASC 606 purposes.

We do not provide benefits to any of our franchisees for purchasing goods and services from any particular suppliers. We also have not arranged any purchasing cooperatives among our franchisees.

None of our officers owns any interest in any of our suppliers, other than us and our affiliates and each of their predecessors.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 1, 7 and 8.A	Section 1	Items 7, 11 and 12
b. Pre-opening purchases/leases	Sections 1, 7 and 9.A	Not Applicable	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 1, 7 and 9.A	Section 1, 3, and Rider	Items 7, 11 and 12
d. Initial and ongoing training	Sections 2, 8 and 9	Not Applicable	Item 11
e. Opening	Sections 1.A, 6.A and 7 and Rider	Sections 3.A and 3.B and Rider	Items 7, 11 and 12
f. Fees	Sections 1 – 9, 11.A., 11.B, 13.B., 14, 16, 18, and Rider	Sections 2, 6.B, 7, 9 and Rider	Items 5, 6 and 11
g. Compliance with standards and policies/operating manual	Sections 6, 8, and 9	Section 8	Items 8, 11, 14, and 16
h. Trademarks and proprietary information	Sections 1, 3, 9, and 10 and Rider	Section 1 and Rider	Items 13 and 14
i. Restrictions on products/services offered	Section 9	Not Applicable	Items 8, 11, and 16
j. Warranty and customer service requirements	Sections 8 and 9	Not Applicable	Not Applicable
k. Territorial development and sales quotas	None	Sections 1, 3, 5 and Rider	Item 12
l. Ongoing product/service purchases	Section 9	Not Applicable	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 2.B., 9, 13, and 14	Not Applicable	Item 6
n. Insurance	Sections 7 and 11.A	Not Applicable	Item 7
o. Advertising	Sections 3, 6, and 9	Not Applicable	Items 6, 7, and 11
p. Indemnification	Sections 9 and 11	Section 9	Item 6
q. Owner's participation/management/staffing	Sections 8.D, 8.F, 9	Not Applicable	Items 11 and 15

Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
r. Records and reports	Section 12	Not Applicable	Not Applicable
s. Inspections and audits	Sections 6, 9.T and 12.B	Not Applicable	Not Applicable
t. Transfer	Section 13	Section 7	Item 17
u. Renewal	Sections 2.B and 9	Not Applicable	Item 17
v. Post-termination obligations	Sections 16 and 17.B	Section 6	Item 17
w. Non-competition covenants	Sections 9, 10, 16.J, and 17	Section 9	Items 15 and 17
x. Dispute resolution	Section 18	Section 9	Item 17
y. Other: guaranty of franchise obligations	Section 20 and Personal Guaranty (which follows the Franchise Agreement)	Personal Guaranty (which follows the Area Development Agreement)	Item 15

ITEM 10. FINANCING

We do not generally offer, directly or indirectly, any financing to you to help you establish your business. However, we do have arrangements with various third-party equipment lenders who provide financing to our franchisees. We do not participate in any underwriting or lending determinations with respect to any of the financing options made available by any of the lenders listed below. Our current lender relationships, as of the date of this Disclosure Document, are described below:

1. Geneva Capital, LLC (“Geneva”) offers equipment financing of up to \$200,000 for a new location, including, among others, cardio and strength equipment, virtual fitness equipment, security system, recovery equipment, and signage (but excluding your initial franchise fee and working capital), based on credit approvals. Geneva will also offer reinvention financing of up to \$75,000 per location, including tenant improvements and equipment, for owners that have operated their Anytime Fitness business for at least 5 years, based on credit approval. Financing is offered as a lease that typically requires 1 advance payment of up to 20%. Geneva also collects a security deposit equal to 1 month’s lease payment. Lease terms vary from 12 to 60 months. Geneva offers both true tax and capital leases. Fixed equivalent interest rates are based on current market rates and conditions and on your financial and credit worthiness. Geneva will not require you to pledge any other assets to secure the lease, but each individual who is an owner of any business entity that is the franchisee, and their spouse, must provide a personal guaranty. The amount of your lease payments will depend on the amount financed, the term of the lease, and the interest rate. You will have the right to purchase the equipment at the end of the lease at fair market value, typically capped at 10% or 20% of the original equipment cost, assuming you have not defaulted under the lease. The ability to prepay your obligations is negotiated on a case by case basis. Geneva also offers financing up to \$400,000, including construction costs, to members of Club Purple and Club Platinum. Terms are similar to the financing described above.

You will be in default under Geneva’s lease documents if you fail to pay amounts owed when due or you breach any other provision of the lease documents. If you commit a payment default, you must pay a late charge of 15% of the payment which is late or \$25, whichever is greater or, if less, the maximum charge allowed by law. Regardless of the type of default, Geneva may retain your security deposit, elect not to renew any or all time-out controls programmed within the equipment, terminate or accelerate the lease and require that you pay the remaining balance of the lease (discounted at 3% per annum), and any purchase option due, and/or return the equipment to Geneva. Geneva may recover interest on the unpaid balance at the rate of 18% per annum or, if less, the highest rate permitted by law. It may also exercise any remedies available to it under the Minnesota Uniform Commercial Code or the law of its assignee’s principal place of business. It may also file criminal charges against you and prosecute you to the fullest extent of the law if any information

supplied by you on your credit application or during the credit process is found to have been falsified or misrepresented. You must also pay Geneva's reasonable attorneys' fees and actual court costs. If Geneva has to take possession of the equipment, you must pay the cost of repossession including damage to the equipment or real property as a result of repossession.

Under the personal guaranty, which is contained in Geneva's equipment lease agreement, you waive all notices. If you default under the lease agreement, Geneva may obtain and use consumer credit reports to determine acceptable means of remedies, and you waive any right or claim you may otherwise have under the Fair Credit Reporting Act (Equipment Lease Agreement – Section 12). Because the lease is a noncancelable net lease you are not entitled to any reduction of rent or any setoff for any reason, nor will the lease terminate or will your obligations be affected by any defect in, damage to or loss of possession or use of any of the equipment (Equipment Lease Agreement – Section 2). You waive any and all rights or remedies not in the lease (Equipment Lease Agreement – Section 14) and you and your guarantors, consent to personal jurisdiction in

the state that Geneva or its assignee, as applicable, has its principal place of business and you and your guarantors waive trial by jury. If Geneva transfers the lease the transferee will not have to perform any of Geneva's obligations and the rights of the transferee will not be subject to any claims you have against Geneva (Equipment Lease Agreement – Section 11). A copy of the current Geneva lease documents as of the date of this Disclosure Document is attached as Exhibit I-1. We have a separate agreement with Geneva, under which we agreed to assume certain obligations if you default under your lease, including an obligation to assist Geneva in remarketing your equipment. Under that agreement, we also agreed to establish a pool to compensate Geneva for certain of the losses it incurs, and to guaranty payment of certain of those losses. This agreement

also provides that Geneva is to pay 1.5% of the lease amount to us as a referral fee and 1.5% of the lease amount is added to the guaranty pool. There is no direct affiliation between Geneva and us.

2. Guidant Financial offers a program that allows you to use your retirement funds to buy your

business without incurring tax penalties or getting a loan. Known as 401(k) business financing (or Rollovers for Business Start-up), Guidant charges a fee of \$4,995 for this service, which includes filing your business entity, designing a company 401(k) plan, helping you roll all (or a portion of) your existing retirement funds from your current custodian account to the new 401(k), and providing you with a consultation with a tax attorney to review the transaction. In addition, they provide ongoing, annual administration to your 401(k) plan for \$149 per month.

The form of agreement you would sign with them is attached as Exhibit I-2. Guidant can also help you secure an SBA loan for your business. A consulting fee of \$2,500 applies, however, this does come with a fully refundable guarantee should Guidant not be able to secure your funding or if the loan amount is greater than \$200,000, when the loan is completed.

You may use 401(k) business financing as the down payment for your SBA loan through Guidant. Guidant further offers unsecured financing. This program allows you to secure up to \$125,000 in capital, depending on credit score, debt utilization among other factors. Minimum credit score of 680 is required. The fee for this service varies depending on the loan used.

Guidant can also secure equipment leasing for you. New locations require 10% down. Interest rates vary from 6.99 to 13.90% depending on credit score and other factors. Lease term up to 60 months. New business requires a credit score of 700 or higher while existing business require a credit score of 650 or higher. There is a fee associated with this service and it can range from \$250 to \$500.

Guidant also offers Portfolio Loans. This is a way to leverage your non-retirement stocks, bonds

and mutual funds up to 80% of their value. Portfolio must be worth at least \$200,000. No minimum credit score required. The fee associated with this program is 2% to 3% of the value of the collateral. Start-up locations can also elect to defer payments for up to 2 years.

We have a separate agreement with Guidant Financial Group that requires that we are paid \$1,000 as a referral fee for each client that engages in their retirement rollover program. There is no direct affiliation between Guidant Financial Group and us.

3. RV Now, LLC ("RVN"), an affiliate of ABC Financial Services, Inc. ("ABC"), our designated billing processor, also offers financing to our franchisees for the "reinvention" of their Anytime Fitness center to conform to our current standards after their 5-year anniversary. This financing is, however, still subject to credit approval. You will also need to use ABC as your billing processor to qualify for this loan. Under this arrangement, RVN may offer to loan you up to \$40,000 for your reinvention. RVN will charge you a 3% origination fee for this financing. You will repay the loan in fixed monthly payments, ranging from 12 months to 48 months. No down payment is required. The first payment will be due 30 days after you sign the loan documents but it will only be an interest payment. The regular monthly payments will begin 60 days after you sign RVN's loan documents. Interest rates for this financing currently range from 8.99% to 11.99% per annum, depending on the strength of your credit and credit availability. The amount of the monthly payment will depend on the amount financed, the interest rate, and the term for repayment. RVN will require you to pledge a security interest in the accounts receivable, member contracts, payment intangibles and proceeds of your Anytime Fitness center, and you will also need to personally guarantee the note. Under our agreement with RVN, we will guaranty 50% of any amounts that you fail to pay under the loan documents with RVN. In consideration for that agreement, RVN pays us 50% of any origination fees it collects from you.

You have the right to prepay all or a portion of your obligations to RVN at any time. You will be in default under the loan documents if you fail to pay amounts owed when due. And your default continues for 10 days, or if you violate any other provision of the loan documents and do not cure your default within 10 days after notice. You will also be in default if you make any false or misleading representation in the loan documents, if your financial statements or other objectively verifiable information shows a material adverse change in your financial condition, or if your billing agreement with ABC is terminated (Section 7 – Loan Agreement). If you commit a payment default, you must pay a late charge of 10% of the overdue amount (not less than \$50 or more than \$250 per instance). You also will pay interest on any overdue amount equal to the lesser of 17% or the maximum rate of interest allowed by law. If you default, RVN may accelerate the balance of payments, offset any amounts from amounts due from ABC to you, or foreclose on the collateral you pledge. It may also exercise any remedies available to it by law. You also must pay all costs incurred by RVN if you default, including legal fees. Under the personal guaranty contained in RVN's loan documents, you waive all notices, your right to a jury trial, certain defenses, and rights to require RVN to exhaust other remedies in the event of your default. RVN may assign the agreements or sell the loan to other entities or persons without your consent (Section 9 – Secured Loan Agreement). Any litigation concerning the loan documents will generally be venued in Arkansas. A copy of the RVN loan documents as of the date of this Disclosure Document is attached as Exhibit I-3.

4. Mitsubishi HC Capital America ("Mitsubishi HC") offers equipment financing of up to \$600,000 for a new location, including, among others, cardio and strength equipment, virtual fitness equipment, security system, recovery equipment, mirrors, audio visual, cubbies, flooring, and

signage. Tenant Improvements can also be included in the amount equal to the cost of the equipment. (Excluded items include franchise fee, professional fees, advertising, and working capital). Mitsubishi HC will also offer Reinvention financing of up to \$250,000 per location, including tenant improvements and all equipment required to update your facility to the then requirements specified by Anytime Fitness. All financing requests are subject to credit review and approval based on financial strength and credit worthiness of the Franchisee.

Financing is offered as a Master Installment Payment Agreement (IPA -Loan) or a Master Agreement. Under both agreements, financing terms may vary from 24 months to 66 months, and options for payment deferrals of up to 6 months from commencement/closing of the transaction(s). Fixed equivalent interest rates typically vary from 7.50% to 10.50%. Under the Master Agreement at the expiration of the initial term or payment renewal period, you will have the option to purchase all but not less than all of the financed equipment for \$1.00. Mitsubishi HC typically does not require down payments or security payments. However, it will reserve the right to request these based on the financial strength and credit worthiness of the applicant. Personal Guarantees are required unless otherwise waived. The amount of lease/loan payments will depend on the amount financed, the term of the transaction, and the interest rate. You may pre-pay any or all amounts owed to Mitsubishi HC under the agreements at any time; however, you would have to pay a penalty in the amount of 4% of the principal balance remaining for the first year, 3% for the second year, 2% for the third year, and 1% thereafter.

You will be in default under Mitsubishi HC's agreements if you fail to pay amounts owed when due, or you breach any other provisions of the agreements. If payment is not paid when due Mitsubishi HC may impose a late fee equal to the greater of \$25 or 5% of the amount then due, but no more than the highest late charge permitted by law.

We have a separate agreement with Mitsubishi HC that requires that we are paid up to 1.5% of the total transaction cost as a referral fee for each client that enters into a transaction. There is no direct affiliation between Mitsubishi HC and us.

A copy of the current Mitsubishi HC documents as of the date of this Disclosure Document is attached as Exhibit I-4.

We have a separate agreement with Mitsubishi HC under which we agree to assist remarketing of equipment for any equipment financing that are in default. There are no referral fees paid to us or any of our affiliates by Mitsubishi HC.

We do not guarantee any note, lease or other obligation you incur. Except as noted above, neither we nor our affiliates receive any consideration for placing financing with a lender. We and our affiliates have the right to sell, assign or discount to a third party all or part of any amounts you may owe to us or our affiliates.

ITEM 11.

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

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

We may provide you any of these services through our employees or representatives, through our affiliates, or through any third party provider we designate. Under the management agreement between us and

AFLLC, as described in Item 1, AFLLC has agreed to provide certain required support and services to Anytime Fitness franchisees under their franchise and development agreements with us.

Before you open your Anytime Fitness center, we will:

- 1) Provide you with specifications to assist you in determining the evaluation criteria for selecting the site location for your business (Franchise Agreement – Section 8.A).
- 2) Through our real estate department, we will assist you in identifying sites for your Anytime Fitness center (Franchise Agreement – Section 8.A).
- 3) Once you have chosen a site location for your Anytime Fitness center, either approve or disapprove that location. Once we approve a site location for your Anytime Fitness center, provide you with a protected territory for your Anytime Fitness center (Franchise Agreement – Section 1).
- 4) Provide you online access to our operations manual that contains mandatory and suggested specifications, standards and procedures (the “Operations Manual”) (Franchise Agreement – Section 8.G). The Operations Manual consists of one or more manuals, technical bulletins or other written materials available electronically and may be modified by us periodically in our discretion. The Operations Manual may be made available to you electronically, and currently contains approximately 48 pages. A copy of the Table of Contents of the Operations Manual is attached to this Disclosure Document as Exhibit B.
- 5) As discussed in Item 5, provide you with a Compliance Drawing (Franchise Agreement – Section 9). If you require additional Compliance Drawings, you must pay us \$250 for each additional Compliance Drawing.
- 6) Provide, at our expense, an initial training program to educate and acquaint your management team with the business of operating an Anytime Fitness center (Franchise Agreement – Section 8.B). We will provide a training program that consists of self-paced online learning courses and assessment tools which must be completed in a manner satisfactory to us, then 3 to 5 days of classroom training conducted at our corporate offices in Minnesota, at our discretion, followed by a 1 to 3 day in-person job shadowing training experience held at a location that we designate. If you purchase an existing Anytime Fitness center, you must also complete the self-paced online learning courses, complete the assessments to our satisfaction, and complete the classroom training and the in-person job shadow training experience conducted at the corporate office in Minnesota. You must complete these training components before you begin operating your Anytime Fitness center. This may mean that another, experienced manager whom we approve, will need to operate the Anytime Fitness center while you attend this required training.
- 7) Our affiliate, ProVision, provides information technology services, technology, and security systems, including computers, iPads, sound systems, club management and access control software and digital access components, networking, sound and personal training / coaching technology and other related components along with technology and software support, installation services, and security monitoring for your Anytime Fitness center. ProVision will also provide email hosting (up to 5 email addresses), and virus and malware protection relating to disruption of our access control software (ProVision Agreement, Section 1). Although we may provide you with the names of suppliers or specifications for equipment, signs, fixtures, opening inventory or supplies for your center, we do not deliver or install these items for you.
- 8) Assign you a Franchise Business Consultant and Store Opening Project Manager or other contact to support you prior to opening (Franchise Agreement – Section 8.H).

- 9) If you are signing an ADA, identify a market area within which you will open the number of Anytime Fitness centers you and we agree on (Area Development Agreement – Sections 1, 3 and Rider).

The following represents a summary of our initial training program as of the issuance date of this Disclosure Document:

TRAINING PROGRAM			
Subject (Note 1)	Hours of Classroom Training	Hours of On-the-Job Training (Note 2)	Location
Brand Values and Philosophy	2	1	Virtual or our offices in Minnesota
Brand Strategy & General Marketing	3	3	Virtual or our offices in Minnesota
Technology, Software and Security	6	3	Virtual or our offices in Minnesota
Member Experience and Customer Service	7	4	Virtual or our offices in Minnesota
Member Sales	7	3	Virtual or our offices in Minnesota
Club Operations	5	2	Virtual or our offices in Minnesota
Staffing and Hiring	1	1	Virtual or our offices in Minnesota
One-On-Ones	1	0	Virtual or our offices in Minnesota
Financial Acumen	1	1	Virtual or our offices in Minnesota
Construction & Design	1	0	Virtual or our offices in Minnesota
Coaching Suite	5	6	Virtual or our offices in Minnesota
Total	39	24	

(1) If you have more than one Franchise Agreement with us, we may, at our option, provide this training one time for multiple agreements.

(2) We provide a training program that consists of self-paced online learning courses and assessment tools which must be completed in a manner satisfactory to us, followed by 3 to 5 days of classroom training conducted in a virtual format or at our corporate offices in Minnesota, at our discretion, followed by a 1 to 3 day in-person job shadowing training experience held at a location that we designate. You will be responsible for any travel and lodging costs associated with receiving this additional on-site, field training.

We will use our Operations Manual, and other handouts and instructional materials for this training. This training is overseen by Martha Tobin, who is the Director of Global Learning and Development and joined SEB in March 2020. Prior to that, she was the Manager of Member Development at Careprofiler where she developed and facilitated psychological and functional assessments to help organizations hire, manage, and develop their staff. She also developed and implemented training workshops and certification seminars and provided one-on-one coaching for frontline workers. This training is facilitated by McKenzie Gagne who is the Learning and Development Manager and lead trainer for Anytime Fitness at SEB. She joined SEB in June 2023 and prior to that, was a Special Education (SPED) Teacher. In her prior role, she also served as the SPED Team Lead where she facilitated team meetings, mentored new staff, supervised paraprofessionals, and implemented processes for new and incoming students. Other members of our corporate staff conduct training in topic areas which are related to their job roles and responsibilities and in which they have at least one year of experience. We may delegate our duties and share our training responsibilities.

The Principal Operator of your business must attend and complete this training to our satisfaction before you open your Anytime Fitness center. In addition, if your Principal Operator is not also a Principal Owner,

then a Principal Owner of your business must also attend and complete this training to our satisfaction before you open your Anytime Fitness center. This training is held on an as needed basis. We do not charge you for this training. We may also allow you to send an additional person to the 3-day, classroom training session at our corporate office at no additional charge, if there is space available, and you provide us at least 10 days' notice before the scheduled start of the training and provide us a copy of a confidentiality agreement they have signed that is satisfactory to us. You will be responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur in attending the training program.

During the operation of your Anytime Fitness center, we will:

- 1) Make available additional training that we feel is necessary to familiarize you and your management team on changes and updates in the franchise system (Franchise Agreement – Section 8.E).
- 2) Make available training for your coaching staff to familiarize them with our proprietary Coaching Suite for personal training, nutrition and recovery (Franchise Agreement – Section 8.E).
- 3) Establish and maintain an Internet website or Home Page (Franchise Agreement – Section 9.H).
- 4) Provide templates to you for your web page (Franchise Agreement – Section 9.H).
- 5) Arrange a secret shopper program to shop your Anytime Fitness center (Franchise Agreement – Section 6).
- 6) Maintain and administer the Anytime Fitness General Advertising and Marketing Fund (Franchise Agreement – Section 6.B).
- 7) Assign you a Franchise Business Consultant or other contact to support you prior to opening (Franchise Agreement – Section 8.H).

Other than assisting you in setting prices for memberships and personal training programs you may offer, we have no obligation to assist you in establishing the prices that you may charge although we can establish maximum prices for memberships and pricing for any of our national or regional accounts. Our affiliate, Healthy Contributions, can establish pricing for memberships sold through Group Membership programs.

Each calendar year, your business must obtain at least 1,200 continuing engagement credits within our system (Franchise Agreement – Section 8.F). The credits are not tied to hours, but to specific training opportunities or other participation you have in our system, as described in the Operations Manual. There are no additional fees for receiving continuing engagement credits, or taking additional training, but you are responsible for any expenses you or your employees incur in completing any activity. If you fail to meet the minimum requirements in any year, you must pay us a fee of \$1.00 for each credit deficiency, which we will deposit in the General Advertising and Marketing Fund. The credits required are prorated for any partial year you are open. This fee is due to us on February 1 following any year in which you fail to meet the minimum requirement.

After your first year of operation, during the time you operate your business, you must attend additional training, which may be offered in person, by webinar, online, or in another virtual format, in order to earn continuing engagement credits and stay current on the policies, procedures, and techniques of operating an Anytime Fitness center. These programs are intended to maximize the profitability of your business. Each calendar year, a Principal Owner of your business must attend at least one training program we offer in a

virtual format, at our corporate office, or in any region. The following training opportunities are currently available:

Vitals Training: The Vitals program typically includes about 12 to 16 hours of training in business leadership and operations, marketing, prospecting, customer service, system-wide initiatives, and general business practice coaching. We offer this program about 5 to 7 times every other year (years in which we do not have a Franchisee Conference), and it may be offered in a virtual format, in-person in various regions at a hotel, or at our corporate offices in Woodbury, Minnesota. Some or all of these programs, or their components, may be presented online or in another virtual format, and the total hours of training may vary based on the content and the manner in which the material is presented. The same people who provide the initial training, and are responsible for the initial training, will provide and be responsible for this training. We do not charge you for this training, but you are responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur in attending these programs, if applicable. We reserve the right to charge for this training in the future. The materials we use for this training are developed from a variety of sources. We reserve the right to change the name, format and content of this training program at our discretion.

Coaching Suite Training: The Coaching Suite Training is included as part of the initial training program. Attendance is required by at least one of your Principal Owners, before you can implement the Coaching Suite at your Anytime Fitness center. If you are an existing franchisee that will now elect to offer the Coaching Suite at your center, and have not already attended training, then you must attend the Coaching Suite Training. This training is offered virtually. Our current fee for this training is \$250 per person.

Multiple Club Operator Training: Multiple Club Operator Training is a 2-day workshop that focuses on common themes and challenges specific to multi-club owners. This training is offered at our corporate offices in Minnesota or at another location we designate. It is offered at our discretion, on an as-needed basis, and may not be offered in any given year. The curriculum focuses on areas used to elevate you, your business, and your brand. This optional training is designed specifically and exclusively for Anytime Fitness owners that operate three or more Anytime Fitness centers. Curriculum will consist of about 8 hours of marketing and strategy plus about 8 hours of business operations and strategy related specifically to multiple club operators. The total hours of training may vary based on the content and the manner in which the material is presented. We do not charge you for this training, but if you elect to participate, you are responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur in attending these programs, if applicable. The materials we use for this training are developed from a variety of sources.

Additional Training or On-Site Relaunch Training: If you need additional operations training or are a new franchisee purchasing an existing club then we will send a representative or designee out to the purchased club for 2 to 6 days of on-site training in club operations. For new franchisees purchasing an existing club this training will also include pre- and post-visit coaching communications and will be scheduled to occur within 180 calendar days after the closing on your purchase of the existing club. The fee for this on-site training is \$4,000. Travel costs, room and board for corporate staff are included in the fee. If you cancel a scheduled on-site training program, then you must pay our then-current on-site training cancellation fee. The current on-site training cancellation fee is as follows: (i) there is no cancellation fee for the on-site training if you cancel it at least 30 days before the scheduled training, and (ii) there is a 100% cancellation fee if you cancel it less than 30 days before the scheduled training. You must provide certain documents related to the club performance at least 14 days in advance of the on-site training visit. If you fail to provide the requested documents at least 14 days in advance you must re-book the training and pay us a \$2,000 re-booking fee in addition to the fee you paid for the training.

Online Training: We may offer additional training opportunities for franchisees via courses offered online, by webinar or in another virtual format. The content may include topics such as marketing, operations,

customer service, personal training, technology, staffing, and member experience. The same people who provide the initial training, and are responsible for the initial training, will provide and be responsible for this training. We do not charge you for this training, but we reserve the right to charge for this training in the future. The materials we use for this training are developed annually from a variety of sources.

Although we do not have any obligation to provide any other training or services to you, we generally hold a conference every other year. The conference may be live or a virtual event. We require a Principal Owner of your business to attend our conference. If that person does not attend the conference, you will be billed for the “early bird” Conference Fee following the conference. If applicable, you must also pay your own travel and hotel expenses to attend the conference.

Managers Onboarding Training: We offer an onboarding training curriculum that covers our proprietary operations in personal training, nutrition, recovery, marketing and sales for your club managers. Courses are offered online via our learning platform and by webinar. We do not currently require you to ensure that your managers complete this training, but we may do so in the future. This training is currently offered at no cost to you, but we reserve the right to charge for it in the future.

Coaches Onboarding Training: We offer an onboarding training curriculum that covers our proprietary “Coaching Suite” operations in personal training, nutrition, and recovery for your coaching staff. Courses are offered online via our learning platform and by webinar. We do not currently require you to ensure that your coaching staff complete this training, but we may do so in the future. This training is currently offered at no cost to you, but we reserve the right to charge for it in the future.

Site Selection and Opening

You will be given the right to open a Anytime Fitness center at a location that we agree on. You will have 12 months from the date you sign the Franchise Agreement to secure a location we approve and open and begin operating your Anytime Fitness center and we expect that you will have signed a lease within six months of signing the Franchise Agreement. We will provide you with specifications to assist you in evaluating and selecting a site for your Anytime Fitness center and may provide you recommendations on sites. It is your obligation to select a site for your business and obtain our approval of that site. While we will assist you, and we may identify various potential sites in your market area, we have no obligation to locate or select a site for you, or negotiate the purchase or lease of a site, and we do not own the premises and lease them to you. Before you acquire any site, you must submit to us information and materials we require and obtain our approval to your site. The factors we take into account in approving a site are the visibility of the site, the retail feel of the site, the location of competitors, whether the site is easily accessible, surrounding businesses and various other factors. The recommended size of an Anytime Fitness center is 4,000 to 6,300 square feet. If you and we are unable to agree on a site, the opening of your Anytime Fitness center may be delayed.

As described in Items 7 and 8, we offer Construction Management Services for the build-out of your Anytime Fitness center. As of the issuance date of this Disclosure Document, we do not require that you participate in the Construction Management Services program. However, we may transition the Construction Management Services program to a mandatory program. If this occurs, you must purchase Construction Management Services if you have not already signed a Franchise Agreement with us or have not commenced the construction of your Anytime Fitness center.

You may not initially open your Anytime Fitness center until you have completed all your pre-opening obligations and have obtained our approval to the opening. We expect the typical length of time between the signing of your Franchise Agreement and the opening of your Anytime Fitness center to be between 9 and 12 months. Some factors which may affect this timing are the competition for sites in your market, your ability to acquire space for your center through lease or purchase negotiations, your ability to secure

any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, the timing of the delivery of equipment, tools and inventory and the time to convert, renovate or build the facility. Unless we otherwise approve, you must open your Anytime Fitness center on or before the Required Opening Date on the Rider to the Franchise Agreement, but in no event more than 12 months from the date the Franchise Agreement becomes effective. Your failure to open your Anytime Fitness center on or before the Required Opening Date, or within any extended timeframe agreed upon by us, will constitute a default of your Franchise Agreement and allow us to terminate your Franchise Agreement and retain all amounts you have paid to us and our affiliates. After 12 months from the date you sign the Franchise Agreement, you must begin paying the monthly royalty fee (Monthly Fee) to us, whether or not your Anytime Fitness center is open. If you are actively working with our real estate team in locating a site or have signed a lease with the assistance of our real estate team, we will waive the Monthly Fee until your Anytime Fitness center is open.

Under the Area Development Agreement, you will have the right to develop, open, and operate multiple Anytime Fitness centers. Each Anytime Fitness center must be developed and opened according to our then-current system standards and other approval requirements. You or your affiliates must sign our then-current form of Franchise Agreement for each Anytime Fitness center you develop and open under the Area Development Agreement, which may contain materially different terms and conditions than the Franchise Agreement attached to this Disclosure Document. We will determine or approve the location of future Anytime Fitness centers and any protected territories for those Anytime Fitness centers based on our then-current system standards for sites and protected territories. If you fail to open any center by the date in the Development Schedule, we will have the right to terminate the Area Development Agreement, and you are obligated to pay us \$10,000 for each undeveloped center as liquidated damages.

General Advertising and Marketing Requirements

You must comply with our then-current advertising and marketing standards and specifications, as set forth in the Operations Manual or otherwise in writing. You must order sales and marketing materials from our approved suppliers and per our standards and specifications. If you desire to use your own advertising materials for any marketing activity, you must obtain our prior approval at least 4 weeks before publication or your first usage, which may be granted or denied in our sole discretion. Use of our Marks and other brand identification materials must be consistent with our approved standards. You may not use our Marks and other brand identification materials on items to be sold or services to be provided without our prior written approval. You may not establish or have established on your behalf, any digital or electronic medium or method of communication, including a website, web page, review or opinion page, social media and/or social networking site, channel, avatar, profile, including an online business profile, account, hashtag, user name or application, whether web-based or otherwise, or keyword advertising, pay-per-click advertising or other search engine marketing, relating to us, your Anytime Fitness Center, or to the Anytime Fitness System without our approval. You must provide us with full admin access (including with log-in information) to all Facebook, Instagram, and other social media accounts, profiles and pages, business managers, and ad accounts related to your Anytime Fitness center or that use our marks. You must provide ownership-level access to any Google My Business Studio profiles. You are ultimately responsible for ensuring that your advertising complies with all applicable laws before using it. We may revoke your right to use any previously approved advertising materials at any time upon notice to you, and you must immediately cease using such advertising materials.

We may require you to work with our designated vendors that provide local marketing services, such as placing and managing digital and/or traditional paid media tactics. We may also require you to work with our designated vendor if you wish to conduct mass marketing to members or prospective members via email or text messages.

Certain minimum advertising requirements will be based upon the market tier where your Anytime Fitness Center is located. Your market Tier is determined by population size; Tier 1 is a market in which we have determined there are more than 50,000 people within a 3 mile radius of the location of your Anytime Fitness center; Tier 2 is a market in which we have determined there are between 25,000 and 49,999 people within a 3-mile radius of the location of your Anytime Fitness center; and Tier 3 is a market in which we have determined there are less than 25,000 people within a 3-mile radius of the location of your Anytime Fitness center.

We do not have an advertising council that advises us on our advertising policies.

General Advertising and Marketing Fee

You must pay us a General Advertising and Marketing Fee of \$600 per month, which we contribute to the Anytime Fitness General Advertising and Marketing Fund. We reserve the right to increase the General Advertising and Marketing Fees upon 60 days' written notice to you; however, the General Advertising and Marketing Fee will not exceed the greater of \$600 per month or 2% of Gross Revenue (which may be calculated on a weekly basis). We require all our franchisees to contribute to this fund, but some franchisees have older forms of agreement that only allow us to charge them a fixed amount (\$150 per month). Our company-owned centers currently pay \$600 per month to the fund and this may increase if the amount required to be paid by our franchisees increases.

We account for the contributions to this fund separately from our other revenues, and we do not use them to pay any of our general operating expenses other than our costs of administering the fund, including salaries and overhead in administering the fund. We do not audit the fund. The purpose of the fund is to develop marketing and advertising programs that benefit the Anytime Fitness brand. This means we may use monies in the Fund for any purpose that promotes the system, the Marks or the Anytime Fitness (and Anytime Fitness Express) names, including the creation, production and placement of consumer advertising; purchase of marketing related technology platforms, such as social medial management, asset management, and creation, marketing automation and CRM and related consulting or development costs, market research, consumer insights and analytics, brand tracking, voice of the consumer, agency costs and commissions; costs of preparing and conducting local, regional or national media of our choice, including: television, radio, internet, magazine, direct mail and newspaper, billboard, social media and digital advertising, other forms of out-of-home advertising and direct mail campaigns, and other public relations activities; developing and/or hosting an internet web page or similar activities; administering multi-regional advertising programs, direct mail and other media advertising; in-house staff assistance and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; consumer and market research (including surveys and sampling); and other advertising and marketing activities, including participating at trade shows. Advertising may be placed in local, regional or national media of our choice. We do not guarantee that advertising expenditures from the General Advertising and Marketing Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We have no obligation to spend any amount on advertising in your protected territory.

We have an in-house production department, but we also work with a number of national, regional and local agencies. It is our responsibility to determine how these monies are spent. We are not required to use monies in the Fund to benefit any individual market, or on a pro rata or other basis. During 2024 these monies were spent by us for the following purposes (figures rounded):

Item	Percentage of Total Expenditures
Consumer Insights and Research	2%
Public Relations	1%
Digital Platform Tools & Vendors (website, maps, listings, etc.)	10%
Creative and Production	4%
Administration	13%
Paid Media	71%

Our intention is to solicit input from franchisees on the development of the advertising purchased by the fund. However, this input will be advisory only, and we will have the right to make all decisions about how these monies are spent. We have no obligation to conduct any advertising on your behalf.

Advertising monies we collect that are not used in one year will be carried over to the next year. Any interest the funds earn will be used for advertising before we use any principal. We and our affiliates will only receive payment from the advertising funds for actual goods and services we provide to the funds. We may also allocate a portion of the funds to cover the costs of any of our employees who provide services to the fund. We will not spend any portion of any advertising fund for advertising principally designed to solicit the sale of franchises. At your request, we will make available to you an annual accounting that shows how the fund proceeds were spent for the previous year. We do not maintain an advertising council composed of franchisees.

Advertising Cooperatives

Although we currently do not, in the future we may establish local advertising cooperatives in market areas in which 2 or more Anytime Fitness clubs are operating. If we establish a cooperative in your area, or there is an existing cooperative in your area when you become a franchisee, you must participate and contribute your share to the cooperative. These cooperatives will, with our approval, administer advertising programs and develop advertising, marketing and promotional materials for the area the cooperative covers. We may require the cooperative to use an advertising agency, or other partner or vendor of our choosing.

The amount of the contribution you must contribute will be determined at the time we establish the cooperative but will not be more than 2% of your monthly Gross Revenue. All franchisees and company-owned Anytime Fitness clubs in the market area of the cooperative will be expected to contribute at the same rate to the cooperative. Each Anytime Fitness club contributing to a cooperative will have one vote on matters involving the activities of the cooperative. But the cooperative may not produce or use any advertising, marketing or promotional plans that have not be approved by us.

The cooperative will operate from written governing documents, which will be available for cooperative members' review upon their request. Each cooperative will prepare annual financial statements which will be available for review by a franchisee participating in the cooperative, upon request of that franchisee. We may change, dissolve or merge any cooperative at any time.

As of December 31, 2024, franchisees in the Denver, CO; Madison, WI; Phoenix, AZ; and Des Moines, IA areas formed their own local advertising cooperative, and they contribute, at their own expense, additional funds for marketing expenditure. At this time, we do not require any franchisees to contribute to these local cooperative programs. They are organized by our franchisees in these markets. The local franchisees decide who administers the cooperative, whether there are written governing documents for the cooperative, and whether the cooperative must prepare annual or period financial statements to provide to franchisees. At this time, we do not require this cooperative to be formed, changed, dissolved or merged.

Local Advertising Spend Requirement

You must invest a minimum of \$600 per month if your center is in a Tier 3 market, \$800 per month if your center is in a Tier 2 market, or \$1,000 per month if your center is in a Tier 1 market, on local advertising, after completion of the Grand Opening and Ramp Up Plan (described below), to promote your Anytime Fitness center. We recommend that you spend more than the required amount.

We do not currently, but we may in the future require you to pay these funds to us and we will purchase local marketing on your behalf. We may require that you submit proof of purchase or other documentation to verify you have met this requirement. If you fail to spend the minimum required amount, we will require you to pay the difference between what you should have spent on Local Advertising and what you actually spent, into the General Advertising and Marketing Fund. We can audit your records to determine compliance with this requirement. The amounts you spend on local advertising are in addition to the General Advertising and Marketing Fees that you must pay to us. Local advertising spend is the amounts spent by you for advertising media including but not limited to: digital, paid search and social, television, radio, internet, social media, newspaper, billboard, print media, promotional items, advertising on public vehicles, and, if not provided by us, the costs of producing approved materials necessary to participate in these media. Advertising expenditures do not include items which we, in our reasonable judgement deem inappropriate for meeting the minimum advertising requirement, including but not limited to: permanent on-premises signs, vehicles (even if they display the Marks), personnel salaries or administrative costs, and the value of discounts, free offers, or other incentive programs. We may require you to provide performance data to allow us to determine the performance of your local marketing activities.

Grand Opening and Ramp Up Program

You must conduct a grand opening advertising and promotional program (“Grand Opening and Ramp Up Program”) for your center. Activities in the program may start as early as 60 days pre-opening and will extend up to 60 days post-opening. The Grand Opening and Ramp Up Program must target prospective members throughout the Protected Territory and meet the standards we establish from time to time. You must use our preferred vendors for your Grand Opening and Ramp Up Program for your Anytime Fitness center. We may require you to submit your grand opening plans and local marketing plans for our prior approval, submit proof of purchase or other documentation to verify you have met minimum spend requirements, and show proof of performance of your advertising activity. We may require you to provide performance data to allow us to determine the performance of your Grand Opening and Ramp Up Program activities.

The required spend for the Grand Opening and Ramp Up Program depends upon your market Tier as follows:

Market Tier	Minimum Amount Grand Opening and Ramp Up Program to be spent on Local Marketing
Tier 3	\$11,000
Tier 2	\$16,000
Tier 1	\$23,000

**Local direct and/or traditional (not digital) advertising includes radio marketing, banners, flyers, door hangers, brochures, and as otherwise described under the above “Local Advertising Spend Requirement” heading in this Item 11.*

You may choose to spend more than the minimum required amount.

The Grand Opening and Ramp Up Program is intended to be a holistic and localized program that includes guides, timelines, tools and resources to assist Anytime Fitness Centers in building awareness, driving leads and targeting prospective members. The amounts you spend for the Grand Opening and Ramp Up Program are in addition to the General Advertising and Marketing Fees you pay to us. Upon request by us, you must provide us with a report itemizing the amounts you spent on the Grand Opening and Ramp Up Program. If you fail to spend the minimum required amount, we may require you to pay the difference between what you should have spent on your Grand Opening and Ramp Up Program and what you actually spent, into the General Advertising and Marketing Fund. We may require you to pay to us the minimum required amount for the Grand Opening and Ramp Up Program and we will execute the Grand Opening and Ramp Up Program on your behalf.

Computer Hardware and Software

You will need to purchase the Technology System from ProVision to operate your business. The base Technology System includes sound system, cellular communications, and other equipment needed to implement the Coaching Suite, the club management and access control software, our accounting system, our security system, fitness scanning and/or monitoring, sound system services, our tailgate entry detection system, and our CCTV system for recording of activities at your center. The cost of the Technology System currently ranges from \$30,036 to \$36,472 (including taxes, shipping and installation estimated at 38% of the package cost). As of the issuance date of this Disclosure Document, you may choose to purchase additional equipment from ProVision to enhance the base Technology System package and you may be required to purchase additional equipment if your club is larger than an average club in our system. Depending on the size of your Anytime Fitness center and any additional equipment to the Technology System package that you purchase, you may also need to purchase certain additional computer hardware, software and related components for your center.

The Technology System has a manufacturer's warranty of 12 months on parts and labor from the date of installation on core hardware components only (excluding software). Apart from these warranties, we do not have any obligation to upgrade or maintain the Technology System or any hardware, software or technology components you purchase, and we cannot predict the costs of upgrades or maintenance.

ProVision will license to you our proprietary access control software (the "Club Operating Software"), which is integrated with our billing and payment system, for use on your business computer or iPad. ProVision will also provide the continuing monthly support you need to operate the Club Operating Software. They will also provide Microsoft Exchange Email hosting (including up to 5 @anytimefitness.com email addresses, and auto-push emails). The Base Technology Fee for all these services is currently \$799 per center per month (see Item 6). ProVision has also advised us that it intends to provide software updates for the Club Operating Software at no cost to you as part of the monthly support it provides, but it is not obligated to do so, and whether it does so or not is likely to depend on the extent of any upgrades. ProVision does not, however, provide support for any third-party software.

We also require that you use an advanced web-based software designed to manage most of your club operations to supplement the Club Operating Software ("Club Management Software"). This Club Management Software, available through our designated vendor(s) features a follow-up sales system to help you sell memberships for your business, a tool to place sales metrics and goals front and center on your computer or iPad, an email marketing component, the ability to generate multiple reports for auto delivery to you, and personal training management software. Club Management Software is required for all Anytime Fitness centers and you currently must use the Club Management Software or our designated CRM platform to manage automated emails, text messages, and one-to-one communications to your members and prospective members. You also currently must process payments for personal, small and/or large group training through the Club Management Software.

We may require you to upgrade or update your hardware or software at any time during the franchise term. You may be required to pay initial and/or ongoing license, support or service fees associated with such upgrades or updates. There are no limitations on the frequency and costs of hardware and software upgrades or updates. We do not have any contractual obligation to upgrade or update any of your hardware, or software, during the term of the franchise. Although not currently required, you may be required to purchase rights in Anytime Fitness branded digital content to display in your Anytime Fitness Center during the term of your Franchise Agreement.

You will use your iPad and your computer in a variety of ways and you must use an iPad for certain membership, club management and coaching suite functions. It will provide access control for your Anytime Fitness center, track usage of the center (by member and in the aggregate) and allow members reciprocity between centers. For example, the Club Management Software has prospect and member management functionality, which begins as soon as a lead is entered into the system. Once a prospect becomes a member, the Club Management Software can track member activities, interests, appointments, and club usage. Flexible reporting options allow for the tracking of detailed and summarized member and club information, including multiple club reporting. This software will also give you access to our ongoing product development and on-line education. You can also add point of sale hardware to perform additional functions, but we do not require you to do so. You will also use your computer or iPad for on-line ordering, e-mail, Internet access, and word processing support. However, we highly recommend that the system be used for business purposes only, and not for entertainment, personal social networking site access, or other matters unrelated to your business.

We will have independent access to the information in your computer and iPad, which we can access as we believe is necessary. There are no limits on our right to access this information and you must at all times maintain your computer and network so that we can automatically upload this information.

Coaching Suite

Together with the computer hardware and software requirements described above, we have developed an exclusive and proprietary “Coaching Suite” technology ecosystem for use in Anytime Fitness centers, which will help you develop, deliver and maintain a multifaceted coaching program for your Anytime Fitness center. Certain elements of the Coaching Suite are referred to as SmartCoaching. Currently, the Coaching Suite technology ecosystem is comprised of:

- The AF Mobile Application: which provides members a personalized fitness, nutrition, and recovery plan both inside and outside of the club and includes integrations with Google Fit & Apple Health Kit
- AF Coaching Dashboard: Aggregates client behavioral data to enable coaching services.
- Evolt Body Composition Scanner: Measure member’s body composition and track changes.
- Programing: Exclusive and proprietary fitness, nutrition and recovery programming
- Predictive analytics: Uses data to predict member behavior to improve retention and results

The Coaching Suite will assist you with implementing and delivering a coaching program that may include personal training, small group training and/or large group training, as well as nutrition and recovery coaching. These services may be provided to your members in person through your coaching staff, or in a virtual format through our mobile application. We will assist you with setting pricing, training your coaches, providing consumer facing content, creating group training sessions, offering nutrition and recovery partnerships and providing ongoing coaching and personal training programming. We may modify the

offerings included as part of the Coaching Suite at any time. We may require credentialing of your personal trainers and/or health coaches. We may provide virtual health or nutrition coaching to your members for a fee paid to us by your members.

As of the issuance date of this Disclosure Document, implementation of the Coaching Suite in your Anytime Fitness and Anytime Fitness Express Market centers is required.

Provider Program

We have developed a Provider Program as part of the suite of products and services offered as part of our recovery service offerings. If you choose to participate in the Provider Program you will be required to sign the Provider Program Addendum attached as Exhibit Q to this Disclosure Document and you can choose to participate in the Provider Program at any time during your franchise term. Currently the Provider Program is voluntary, but we reserve the right to make the Provider Program mandatory during the term of your franchise upon written notice to you. Participation in the Provider Program grants you the right to partner with a Physical Therapy or Chiropractic Provider only at the Center(s) identified in the Addendum, under the terms of the Addendum. We currently have two Provider Program options. You can contract with: 1) a licensed physical therapy or chiropractic provider whom we have designated as a corporate provider; or 2) you may contract with a licensed physical therapy or chiropractic provider in your local area, provided that they are approved by us in writing in advance. As disclosed in Item 6, you will pay us a monthly fee for participating in this program (currently, 7% of the revenue you received per month from the Physical Therapy or Chiropractic provider).

Anytime Nutrition Program

If you choose to participate in the Anytime Nutrition Program, we will sublicense to you Stronger U, LLC's personalized nutrition-based health coaching services ("Anytime Nutrition") so that participating clubs can offer training, tools, and resources to deliver nutrition coaching directly to their members. If you choose to participate in the Anytime Nutrition Program you will be required to sign the Anytime Nutrition Program Addendum attached as Exhibit R to this Disclosure Document. and you can choose to participate in the Anytime Nutrition Program at any time during your franchise term. Currently the Anytime Nutrition Program is voluntary, but we reserve the right to make the Anytime Nutrition Program mandatory during the term of your franchise upon written notice to you. Participation in the Anytime Nutrition Program is limited to the Anytime Nutrition programming that we have licensed from Stronger U and limited to the Center(s) identified in the Addendum. As disclosed in Item 6, you will pay us a monthly fee for participating in this program (currently, \$149 per month).

ITEM 12. TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. When you sign a Franchise Agreement, you will receive the right to operate one Anytime Fitness center at a specific location that we must approve. If the site for your Anytime Fitness center has been identified before you sign the Franchise Agreement, then you must operate the center at that site. If the site becomes unavailable to you for any reason, it is your obligation to select a new location, and to obtain our approval of that location before you acquire the site, and before you obtain any rights in the location. If a site has not been identified, then we will designate an area, and you may locate your Anytime Fitness center at any site we approve within that area, so long as the site you select is not also within a territory of another Anytime Fitness center or an Anytime fitness franchisee. You must operate your Anytime Fitness center at that approved site.

Protected Territory

Once the site for your Anytime Fitness center has been approved, we will grant you a protected territory. (If you sign an Area Development Agreement with us, we will also give you a protected territory at the time you sign that agreement.) The limitations on us in that territory are described below.

If you sign an Area Development Agreement (“ADA”), we will describe this territory in the Rider to that agreement. The territory will typically be described as a geographic area in which each of your Anytime Fitness centers must be developed. The criteria we use for determining these territories is simply geographic markets in which we believe it may be feasible to develop an Anytime Fitness center. If you are in compliance with the Development Schedule set forth in the Rider, then until your protected territory rights expire, we will not develop or operate or grant anyone else a franchise to develop and operate an Anytime Fitness center from any location in the Development Territory, except for fitness centers within private establishments where access to these centers is limited to employees of the business, or transient guests of the business who, in either case, would not have reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center. However, we do have the right to operate, or grant others the right to do so, fitness studios/businesses except under the Anytime Fitness name within or outside your protected territory, and fitness studios/businesses operated under the Anytime Fitness name or Marks outside your protected territory, even if they compete for members with your center, and even if the territorial boundaries for that franchise overlap with the boundaries for your territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You will sign the Franchise Agreement for your first Anytime Fitness center contemporaneously with signing the ADA. You will sign our then-current Franchise Agreement for each subsequent Anytime Fitness center that you open according to the development schedule in the ADA. We will determine or approve the site of any future Anytime Fitness centers and any protected territories for those Anytime Fitness centers based on our then-current standards for sites and territories.

Your rights in this territory will end at the earlier of (i) the date your ADA expires or terminates; (ii) the date on which your last Anytime Fitness center must open under the terms of the Development Schedule; or (iii) the date when the individual protected territories given to you under a franchise agreement for your final Anytime Fitness center are determined. If the protected territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area will also expire on the date when we determine the protected territory to be given to you under a franchise agreement for your final Anytime Fitness center to be developed in that city, county or designated market area. When your rights in a protected territory have expired under the ADA, you will still have the rights granted to you in any portion of these territories under an individual Franchise Agreement.

You are responsible if we terminate the ADA because you are unable to secure one or more acceptable, proposed locations to fulfill the development schedule in your ADA. If you fail to meet the terms of the development schedule in your ADA or you fail to develop a Anytime Fitness center on or before the Required Opening Date in your Franchise Agreement, we can terminate your ADA and/or Franchise Agreement(s) in their entirety and you are not entitled to a refund of any of the Development Fees or Initial Franchise Fees paid.

When you sign a Franchise Agreement, we will give you a protected territory and describe it in a Rider to that agreement.

To identify your protected territory, we will use mapping and demographic software to draw a circle around your location. The determination of your protected territory is within our sole discretion. The radius of the circle identifying the protected territory may vary, but will be no larger than 3 miles and your protected

territory will include a population of no more than 30,000 people. We may attach a map to your Franchise Agreement that will identify the protected territory or we may simply describe an area surrounding your location. Protected territories may overlap, but we will not approve anyone opening an Anytime Fitness center, or relocating an Anytime Fitness center, into a protected territory given to another Anytime Fitness center. (By way of example, one person may have an Anytime Fitness center in the center of City A, with a territory of 2 miles in all directions, while another person has an Anytime Fitness center in the center of City B, located 3 miles away from the site of the first franchisee's Anytime Fitness center, and also with a territory of 2 miles. While the protected territories overlap, each franchisee's business is located outside the protected territory of the other franchisee, and it cannot be relocated within the other franchisee's protected territory). We cannot unilaterally change your protected territory, and there are no minimum quotas required; as long as your Franchise Agreement is in effect, you will retain the rights described in this paragraph. If we and you agree to renew your Anytime Fitness franchise, we will recalculate the population in your market and reserve the right to modify your protected territory in accordance with our then-current guidelines.

The criteria we use for determining the boundaries of the protected territory in your Franchise Agreement include density of population, growth trends of population, apparent degree of affluence of population, the density of residential and business entities, traffic generators, driving time, and natural boundaries. During the term of your Franchise Agreement, we will not operate or license to anyone else the right to operate an Anytime Fitness center that is physically located in your protected territory, except for fitness centers within private establishments where access to those centers is limited to employees of the business, or transient guests of the business who, in either case, would not have reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center. However, we and our affiliates can operate fitness studios/businesses, or grant others the right to do so, outside your protected territory, including fitness studios/businesses operated under the Anytime Fitness name or Marks, even if they compete for members with your center, and even if the territorial boundaries for that franchise overlap with the boundaries for your territory. We and our affiliates also have the right to operate, and to grant franchises or licenses to others to operate, any fitness studios/businesses and any other business from locations within this territory under trademarks other than "Anytime Fitness", without compensation to you.

We may also have situations where we designate a "TBD" (to be determined) territory. If you receive a TBD territory, you have the right to look for a site in any area that has not already been given as a protected territory to another Anytime Fitness center. However, if you find a proposed site in near proximity to another Anytime Fitness center, even though not in that center's protected territory, we may offer the site to the existing franchisee before we agree to assign that area to you or grant you the right to develop your studio at that site.

Relocation

You must provide us at least 60 days' prior notice and obtain our consent before you intend to relocate your Anytime Fitness center. The new location must be within your protected territory, and it may not be located within any territory we grant to any other franchisee. You must upgrade the new space to comply with all of our current specifications.

Customers

We do not restrict the customers you may serve, and you generally may solicit customers outside your territory, including through channels of distribution such as the Internet, telemarketing or other direct marketing sales. However, you may not offer or sell products and services via the Internet, including live-streaming or recorded classes or sessions, trainings, or work-outs or via an application, web-based or otherwise (whether inside or outside your protected territory). You may not, without our consent (which we may withhold in our sole discretion), solicit businesses or organizations located outside your geographic

market for the purpose of soliciting their employees to join your Anytime Fitness center when those employees will not be predominantly using your facility. In addition, all of your advertising must be approved by us in writing before you publish or distribute such marketing materials. We and our affiliates have the right to sell products and services (like apparel, nutritional counseling, nutritional supplements, and health and fitness related services) to your members and to others in and outside your territory, using the “Anytime Fitness®” name, or using any other name, through any channel of distribution, including the Internet, catalog sales, telemarketing, or other direct marketing, and may do so in your territory without any compensation to you. We and our affiliates may use our website or otherwise to provide to your members and others web-based or application-based fitness instruction.

Options, Rights of First Refusal, or Similar Rights

Except as provided above, you will not receive any options, rights of first refusal, or similar rights to additional franchises.

Similar Affiliated Brands

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our current and future affiliates may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current affiliates that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. As described in Item 1, we have 3 affiliates that offer franchises under different trademarks and sell goods and services that are similar to those offered by us.

Our affiliate, Basecamp, operates and franchises the operation of studio fitness centers under the trademark “Basecamp® Fitness” which offer memberships allowing members to take short, regularly scheduled group training classes designed using High Intensity Interval Training strategies. Basecamp has the same principal business address as we do and does not maintain physically separate offices or training facilities. Our affiliate, The Bar Method Franchising, franchises the operation of boutique fitness studios that offer barre-based exercise classes using proprietary and non-proprietary instructional techniques, formats and methods designed to provide fitness training in an attractive atmosphere. The Bar Method Franchising has the same principal business address as we do and does not maintain physically separate offices or training facilities. Our affiliate, OTF Franchisor, operates and franchises the operation of studios in the United States under the trademark “ORANGETHEORY®” that offer members access to exercise equipment, including cardio and strength equipment, in a contemporary atmosphere characterized by its signature orange color scheme and trade dress. OTF Franchisor’s principal business address is 6000 Broken Sound Pkwy NW, Suite 200, Boca Raton, Florida 33487. It maintains physically separate offices and training facilities from the other brands discussed above.

There may be now, or in the future, Orangetheory, Basecamp Fitness and/or Bar Method locations in the same market as current or future Anytime Fitness franchisee territory(ies). All of the businesses that our affiliates and their franchisees operate may solicit and accept business from customers near your business. If there is a conflict between us and a Basecamp Fitness franchisee and/or Bar Method franchisee or between an Anytime Fitness franchisee and a Basecamp Fitness franchisee and/or a Bar Method franchisee, in either case regarding territory, customers or franchisor support, we will attempt to resolve the conflict after taking into account the specific facts of each situation and what is in the best interest of the affected system or systems. However, we do not have a policy related to, and are not responsible for, resolving conflicts between an Anytime Fitness franchisee and an Orangetheory franchisee. We also have no obligation to resolve conflicts between or among Basecamp Fitness and Bar Method franchisees.

ITEM 13. TRADEMARKS

The Franchise Agreement gives you the right to operate a fitness center under the trade names, trademarks, and service marks that we establish. You must follow our rules when you use our marks.

All of the marks have been registered on the Principal Register of the United States Patent and Trademark Office. These are the principal trademarks you will use in operating your Anytime Fitness center:

Mark	Registration Number	Registration Date
ANYTIME FITNESS	2,814,114	February 10, 2004
ANYTIME FITNESS	4,587,873	August 19, 2014
ANYTIME FITNESS EXPRESS	3,316,351	October 23, 2007
	3,302,636	October 2, 2007
	7,014,079	March 28, 2023
	7,732,579	March 18, 2025

There are no currently effective determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any mark that may significantly affect our ownership or use of our principal mark.

All affidavits required to preserve and renew these marks have been or will be filed. No agreements limit our right to use or license the use of our marks. You may not use the words “Anytime Fitness” or any similar name in your corporate, partnership, limited liability company or other entity name. You may not use all or part of the “Anytime Fitness” name, our other marks, or any similar name, word or symbol, or variant thereof, in a domain name, account name, profile or URL without our written permission.

We will protect and maintain all rights to our marks against encroachment, misuse or unauthorized use and against all challenges to any rights of its use, as we deem appropriate. You must notify us immediately when you learn about an infringement of or challenge to the use of our marks. We will have the right to take the action we think appropriate, including bringing actions against third parties regarding use of any of our marks, but the Franchise Agreement does not require us to take any specific affirmative action. We will control any administrative proceedings or litigation involving our Marks. You must cooperate with us and take all actions as may be desirable in the opinion of our counsel to carry out the defense or prosecution. While we are not required to defend you against a claim based on your use of our marks, we will either do so, or we will reimburse you for your liability as long as you properly use our marks, including against any claims of infringement or unfair competition arising out of your use of the Marks.

We may change our marks and require you to adopt new marks as if they were part of the Franchise Agreement at the time of its execution. You must comply with these changes immediately, at your expense, after we notify you that we have discontinued, modified or changed one or more of our marks. We will have no liability or obligation because of the discontinuation, modification or change. You must not directly or indirectly contest the validity of our ownership of the marks or our right to use or license our marks,

trade secrets, confidential information or business techniques that are part of our business. You must use the appropriate designations of ®, ™, and ™ in advertising and promotions using our marks.

We do not know of any infringing uses that could materially affect your use of our marks.

ITEM 14.

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise. We do claim copyright protection for our manuals, and to advertising and promotional materials, forms, and related materials that we produce, but we have not registered these materials with the Copyright Office of the Library of Congress. These materials are proprietary and confidential and are our property. You may use them only as long as you are a franchisee, and only as provided in your Franchise Agreement.

There are no currently effective determinations of the Copyright Office of the Library of Congress or any court regarding any of our copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend our copyrights.

We will be disclosing to you certain information we believe to be confidential or proprietary information and trade secrets. This will include information contained in our manuals, and in materials we may separately provide to you. You may use these materials, in the manner we approve, in the operation of your Anytime Fitness center during the term of your Franchise Agreement. However, you may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of, any other person or entity. These materials include any trade secrets, knowledge or know-how, confidential information, advertising, marketing, designs, plans, or methods of operation. You may disclose this information to your Principal Operator, but only to the extent necessary to operate the business, and then only while your Franchise Agreement is in effect.

You may not use any of our confidential or proprietary information for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence (“AI”) model, algorithm improvement, or similar data aggregation activities without our prior approval. You must not, without our prior written consent, input any confidential or propriety information into any generative AI platform, or disclose any information to any provider or source of generative AI services. You must opt out of allowing any provider or source of generative AI to utilize our confidential or propriety information for training of any AI model or for other purposes.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

While we do not require that you personally supervise your Anytime Fitness center, we recommend that you do so. If you are not the “on premise” supervisor of the business, then you must designate a Principal Operator to serve as your on premises supervisor. We do not impose any limitations on who you can hire as your Principal Operator, but that person must complete our initial training requirements and all other training we reasonably designate, and, at our discretion, that person must sign a confidentiality agreement with you that meets our requirements and you must provide a copy to us before they attend training. We also require each owner of your business to sign a personal guaranty of your obligations to us. In addition, a Principal Owner of your business must attend our conference.

We are offering physical therapy and nutrition and recovery coaching services as co-branded and/or standalone offerings to members through some of our Anytime Fitness centers. Although these products and services are currently not required offerings in our System, we reserve the right to make them required products and service offerings in the future and you may be required to partner with one or more of our designated vendors or partners, purchase additional equipment or technology, and provide additional training to your staff in order to offer these services.

You and personnel involved in your business must not disclose or use our confidential information except to operate your Anytime Fitness center. At our request, you will deliver to us confidentiality and non-compete agreements from your owners (and their spouses), and your Principal Operator, in a form satisfactory to us. We do not require the Principal Operator of your business to have any ownership interest in your business.

Each individual who is an owner of any business entity that is the franchisee, and their spouse, must sign a personal guaranty of all the obligations of the franchisee. This Guaranty also includes an agreement to be bound by the confidentiality and noncompete provisions of the Franchise Agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only those products and services that we approve and only from the location that we approve. You must offer all products and services that we designate as required for all franchisees. You must comply with all of our mandatory standards and specifications. You must not deviate from our standards and specifications without our prior written consent. We have the right to change the products and services that we require you to offer at any time, without limitation.

You must staff your standard Anytime Fitness center or Anytime Fitness Express Market center for a minimum amount of hours per week, and we may require you to offer personal training, nutrition, physical therapy, recovery or other health and wellness coaching services to your members. You may be required to train or hire accredited coaches to provide certain services, such as nutrition and personal training. You may offer and sell at your center only those products and services that we approve and only in the manner in which we approve. You may only offer and sell products and services via the mediums and methods we approve. For example, you may not offer or sell products and services via the Internet, including live-streaming or recorded classes or sessions, trainings, or work-outs or via an application, web-based or otherwise without our prior, express approval.

You must comply with the reciprocity, membership, and transfer programs we implement, as we periodically modify them. We do not generally limit the persons to whom you may sell memberships. However, we can impose minimum age restrictions and other requirements we deem appropriate, either for safety reasons, or to preserve the goodwill of our Marks for the benefit of all franchisees. Also, because our business model is based on the concept of local memberships, we do not allow you to solicit businesses or organizations for the sale of memberships that would enable persons to join your Anytime Fitness center when that is not the facility they would principally use.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreements	Summary
a. Length of the franchise term	Section 2.A – Franchise Agreement Sections 4 and Rider – Area Development Agreement	Initial term is 6 years. The term depends on the number of franchises to be developed under the Area Development Agreement. It will typically be between 1 and 4 years.
b. Renewal or extension of the term	Section 2.B – Franchise Agreement Area Development Agreement – None	If you are in good standing, you can renew your franchise for an additional 5 year period. You cannot renew the Area Development Agreement.
c. Requirements for you to renew or extend	Section 2.B – Franchise Agreement Area Development Agreement – None	Give written notice; sign new franchise agreement (which may contain materially different terms and conditions than your original Franchise Agreement); update (or move) your location to comply with then current standards; be in compliance with all agreements between us or our affiliates, sign general release; pay renewal fee; show that you have the right to remain in possession of the location for the renewal term; your staff completes any required refreshing training. You do not have the right to renew or extend the Area Development Agreement.
d. Termination by you	Section 15 – Franchise Agreement Sections 4 and 5 – Area Development Agreement	Subject to state law, if we materially breach the Franchise Agreement and fail to cure the breach within 30 days after notice, you can then terminate the Franchise Agreement by giving us an additional 10 days' notice. You do not have the right to terminate the Area Development Agreement (subject to state law).
e. Termination by us without cause	Franchise Agreement – None Area Development Agreement – None	Not applicable. Not applicable.
f. Termination by us with cause	Section 14 – Franchise Agreement Section 5 – Area Development Agreement	If you do not open in 12 months or are in default under the Franchise Agreement or any other agreement you have with us or with any of our affiliates. If you are in default under the Area Development Agreement, or you or any of your affiliates are in default under any Franchise Agreement or other agreement you have with us or with any of our affiliates. The Franchise Agreement and the Area Development Agreement contain cross-default provisions.

Provision	Section in Franchise or Other Agreements	Summary
g. “Cause” defined-curable defaults	Section 14.B – Franchise Agreement and Section 5 – Area Development Agreement	Most defaults are curable and you will have 30 days to cure.
h. “Cause” defined-non-curable defaults	Section 14.A – Franchise Agreement Section 5 – Area Development Agreement.	You are liquidated or dissolved; fail to comply with our requirements for securing real estate; fail to operate the business for 7 consecutive days, abandon the business, lose the right to do business, or lose the right of possession of the premises where the business is located; unapproved transfers; you or any of your owners engage in fraudulent conduct or is convicted of, or plead guilty or no contest to, certain crimes; 3 notices of material breaches within 12 months; you maintain false books or records or submit any false or misleading application, statement or report to us; you withhold our access to accounting and financial systems or data, revoke any electronic-funds transfer or direct debt authorization granted to us, or initiate any stop payments against us; you misuse our marks or materially impair the value of, or the goodwill associated with our marks or the franchise system; and other stated non-curable defaults. Similar reasons as for Franchise Agreement, you fail to meet your development obligations in the Development Schedule, or we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions.
i. Your obligations on termination/non-renewal	Sections 16 and 17.B – Franchise Agreement Section 6 – Area Development Agreement	Stop operating the business, stop using our names and marks, return information to us, assign to us or cancel certain registrations, listings, telephone numbers, websites and domain names, and pay all amounts you owe us. You lose all remaining rights to develop Anytime Fitness centers. You also pay \$10,000 for each undeveloped franchise as liquidated damages (subject to state law).
j. Assignment of contract by us	Section 13.A – Franchise Agreement and Section 7.A – Area Development Agreement	No restriction on our right to assign.
k. “Transfer” by you-defined	Section 13.B – Franchise Agreement and Section 7.B – Area Development Agreement	Includes transfer of contract or business, or transfer of majority control of the Franchise Agreement, Area Development Agreement, or of the business.
l. Our approval of transfer by you	Sections 13.B – Franchise Agreement Section 7.B – Area Development Agreement	We have the right to approve all transfers, but will not withhold our consent if all the requirements for the transfer are met. We have the right to approve, but you may not transfer only a portion of your rights.

Provision	Section in Franchise or Other Agreements	Summary
m. Conditions for our approval of transfer	Sections 13.B – Franchise Agreement Section 7.B – Area Development Agreement	Conditions include: (1) you must be in compliance with the Franchise Agreement and provide us with all information we require regarding the proposed transaction; (2) transferee must meet our requirements and sign a new franchise agreement on our then current form for the remaining term of your agreement. (The new agreement may provide for different fees or territory than in your agreement, but we will not require the transferee to pay us a new initial franchise fee.); (3) payment of any broker fees or commissions and you must pay a transfer fee and sign a release (subject to state law); (4) the transferee must agree to perform any maintenance, remodeling and re-equipping of your center that we deem necessary, including any updates to your technology and security equipment; and (5) the transferee's Principal Operator must successfully complete all required training. You must sign franchise agreements for all remaining centers you are permitted to develop, and you must transfer those agreements to the same person or entity to whom you are transferring the Area Development Agreement.
n. Our right of first refusal to acquire your business	Section 19 – Franchise Agreement	We have the right to match any offer for your business.
o. Our option to purchase your business	Section 16.M – Franchise Agreement	We can purchase from you at book value all or a portion of the assets of your business and take an assignment of your leases, upon the termination or expiration without renewal of your Franchise Agreement.
p. Your death or disability	Section 13.B – Franchise Agreement and Section 7.B – Area Development Agreement	Your heirs can assume your rights, but if they do, they must meet the transfer requirements.
q. Non-competition covenants during the term of the franchise	Section 17.A – Franchise Agreement and Section 9 – Area Development Agreement	Subject to state law, no involvement in any fitness center, exercise facility, health club, gym or business which offers exercise classes, personal training, fitness equipment, group training or nutrition or recovery services (including as creditor or landlord), wherever located. However, before you open your first Anytime Fitness center, you may be employed in another fitness club if you and your immediate family do not have any ownership interest in the club, the club does not use a keyless entry system, and the club is not open more than 18 hours a day.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.B – Franchise Agreement and Section 9 – Area Development Agreement	Subject to state law, no involvement in any fitness center, exercise facility, health club, gym or business which offers exercise classes, personal training, fitness equipment, group training or nutrition or recovery services (including as creditor or landlord) for 2 years in your Protected Territory or within a 10 mile radius of any Anytime Fitness center (except that the 10 mile restriction is limited to 5 miles in metropolitan areas having a population of more than 50,000).
s. Modification of the agreement	Sections 8.G and 20 – Franchise Agreement Section 9 – Area Development Agreement	No modifications without consent by all parties, but our manuals are subject to change. No modifications without consent of all parties.

Provision	Section in Franchise or Other Agreements	Summary
t. Integration / merger clause	Section 20.E, K – Franchise Agreement Section 9 – Area Development Agreement	Only the terms of the Franchise Agreement, the Area Development Agreement and other written agreements are binding (subject to applicable state law). Any other promises or representations (other than representations in this Disclosure Document) may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in this Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Section 18.C, D – Franchise Agreement and Section 9 – Area Development Agreement	Except for certain disputes, all disputes must be mediated, and if not settled by mediation, are then subject to arbitration.
v. Choice of forum	Section 18.C, D, F – Franchise Agreement and Section 9 – Area Development Agreement	Subject to state law, mediation will be at a place selected by the mediator. Subject to state law, arbitration will be in Minneapolis, Minnesota. Subject to state law, any litigation must be brought in the United States District Court for the District of Minnesota or the Ramsey County District Court, Minnesota.
w. Choice of law	Section 20.D – Franchise Agreement and Section 9 – Area Development Agreement	Subject to state law, Minnesota law generally applies.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item 19 is divided into three sections. Section I discloses historical financial information of Anytime Fitness centers operating with the Coaching Suite described below that all new franchisees will have. Section II discloses historical financial information of Anytime Fitness centers that are using all 5 tools from what we refer to as “SmartCoaching” in the operation of the center. Section III uses historical financial information from our company-owned centers to provide a statement of revenue, expenses and earnings. We adjusted the expenses to reflect estimated costs we believe a franchisee would incur.

I. Historical Revenues for Franchised Anytime Fitness Centers Operating With Coaching Suite

Several years ago, our predecessor, AFLLC, implemented a Training Suite (also referred to as Anytime Fitness Live Programming and now referred to as the “Coaching Suite”) and recommended that our Anytime Fitness full size centers implement this program. In March 2019, our predecessor made the initial Training Suite program mandatory for new and renewing Anytime Fitness full-service centers. In addition,

our predecessor began recommending that existing franchisees use the Training Suite, and most of those existing franchisees signed a training addendum to our franchise agreement, under which they began using the Training Suite.

As of February 28, 2025 there were 2,289 franchised centers in the Anytime Fitness system. We had 1,656 franchised centers that were open and operating for the 12 month period ended February 28, 2025 (the **“Relevant Time Period”**), were running the Training Suite, now known as Coaching Suite, for the Relevant Time Period and reported training revenues to us during the Relevant Time Period. The earliest of these centers opened in 2003 and the latest in 2023. We included one center in this group that our affiliate transferred to a franchisee because that center operated as a franchised center for approximately 11 of the 12 months of the Relevant Time Period. We excluded two centers that were severely damaged and temporarily closed for rebuilding during the Relevant Time Period. We also excluded 29 centers that permanently closed during the Relevant Time Period. None of these centers operated for less than 12 months before closing.

These centers received monthly revenue from 3 primary sources. One source is monthly membership fees from ongoing members. Another source is pay-per-visit fees, which are typically paid by employers or insurance companies who pay a nominal fee on behalf of their employee or insured for each visit. A third source is coaching/personal training revenue. (A fourth source of revenue is one-time enrollment fees for new members, but these fees are not charged by all centers and the fees are not consistent between centers. A fifth source is vending income, which some centers do not have and is, in any event, minimal. We do not provide information on these additional revenue sources.)

The chart immediately below provides information on certain revenue streams as detailed in the chart, along with monthly membership count, of the 1,656 Anytime Fitness centers for the Relevant Time Period based on information these centers reported to us. This chart also provides this same information for each group of centers in each quartile. Centers were placed in quartiles based on their individual total revenue for the Relevant Time Period. The 414 centers with the highest total revenue during the Relevant Time Period were placed in the Fourth Quartile, the next 414 in the Third Quartile, the next 414 in the Second Quartile and the last 414 centers in the First Quartile.

	Average of All (1,656 Centers)	Median of All (1,656 Centers)	Fourth Quartile Average (414 Centers)	Fourth Quartile Median (414 Centers)	Third Quartile Average (414 Centers)	Third Quartile Median (414 Centers)	Second Quartile Average (414 Centers)	Second Quartile Median (414 Centers)	First Quartile Average (414 Centers)	First Quartile Median (414 Centers)
Membership Revenue	\$339,064	\$301,444	\$553,162	\$514,261	\$345,336	\$346,640	\$268,359	\$266,796	\$189,400	\$190,700
Personal Training Revenue	\$74,006	\$49,858	\$145,497	\$123,441	\$78,744	\$70,792	\$47,574	\$39,768	\$24,210	\$18,129
Pay-Per-Visit Revenue	\$29,615	\$24,011	\$43,446	\$32,574	\$31,193	\$28,240	\$25,470	\$22,889	\$18,352	\$14,898
Total Revenue	\$442,686	\$394,973	\$742,106	\$670,417	\$455,273	\$451,275	\$341,403	\$341,755	\$231,962	\$239,134
Number/Percentage At or Above Average Total Revenue	652/39%	N/A	149/36%	N/A	194/47%	N/A	210/51%	N/A	231/56%	N/A
Highest Total Revenue	\$1,835,348	N/A	\$1,835,348	N/A	\$534,001	N/A	\$394,940	N/A	\$293,650	N/A
Lowest Total Revenue	\$86,175	N/A	\$534,059	N/A	\$395,007	N/A	\$293,800	N/A	\$86,175	N/A
Average Monthly Membership Count	677	604	1,029	976	694	682	561	549	422	412
Number/Percentage At or Above Average Monthly Membership Count	653/39%	N/A	176/43%	N/A	185/45%	N/A	190/46%	N/A	196/47%	N/A
Highest Monthly Membership Count	3,527	N/A	3,527	N/A	1,324	N/A	1,240	N/A	1,257	N/A
Lowest Monthly Membership Count	181	N/A	354	N/A	324	N/A	298	N/A	181	N/A

1. Average membership revenue, personal training revenue and pay-per-visit revenue for all 1,656 of the centers as reflected in the chart above were calculated by determining the total amount of revenue for each of these centers in each of these categories and dividing that amount by 1,656 (the total number of centers) for each of the categories. Total Revenue as reflected in the chart above for these centers was determined in the same manner except that for each of these centers these three revenue categories were summed, the total revenue amount for each of these centers were added together and the resulting amount was divided by 1,656 (the total number of centers). These same calculations were used to determine the averages for each of these revenue items for each group of Studios in each Quartile in the chart above.

2. Whenever in this Item 19 we refer to “monthly membership count” this is the count of distinct paid members whose agreement starts on or before the last day of the Relevant Time Period and end on or after the first day of the Relevant Time Period. It includes installment and paid-in-full memberships. We have also included frozen and red/yellow (delinquent) members. We have excluded trial and complimentary members. The average of the 1,656 centers was calculated by determining the monthly member average of each of these centers during the Relevant Time Period and then determining the average of all of these monthly averages. To determine the monthly member average of each of these centers we determined the total number of members of that center who meet the definition above during the Relevant Time Period and divided by 12. We used this same calculation to determine the monthly member average for each group of centers in each Quartile in the chart above.

Some outlets have sold these amounts. Your individual results may differ. There is no assurance that you’ll sell as much.

II. Historical Revenues for Franchised Anytime Fitness Centers Using SmartCoaching in the Operation of their Centers

We currently recommend that our Anytime Fitness centers use what we refer to as “SmartCoaching” in the operation of the center. SmartCoaching is our initiative for centers to use various operational and sales tools we provide to them directly or via third party suppliers. These tools are the: (i) VI Smart Engagement, (ii) Coaching Dashboard, (iii) Fab 5, (iv) Evolt, and (v) bi-weekly billing. There were 297 centers that were open and operating for the Relevant Time Period that used all 5 of the SmartCoaching tools listed above for at least 9 months during the Relevant Time Period. The earliest of these centers opened in 2003 and the latest in 2023. The same two centers excluded in Section 1 due to severe damage and temporary closure were also excluded in this Section II. Likewise, we included in this group of centers the transferred center that was included in Section I.

The following represents information on certain revenue streams as detailed in the chart immediately below, and monthly membership count, for the Relevant Time Period based on information these centers reported to us. This chart also provides this same information for each group of centers in each quartile. Centers were placed in quartiles based on their individual total revenue for the Relevant Time Period. The 74 centers with the highest total revenue during the Relevant Time Period were placed in the Fourth Quartile, the next 74 in the Third Quartile, the next 75 in the Second Quartile and the last 74 centers in the First Quartile. As reported above, some of these 297 centers also received revenues from one-time enrollment fees for new members, and vending income, but those amounts were not included in these revenues.

	Average of All (297 Centers)	Median of All (297 Centers)	Fourth Quartile Average (74 Centers)	Fourth Quartile Median (74 Centers)	Third Quartile Average (74 Centers)	Third Quartile Median (74 Centers)	Second Quartile Average (75 Centers)	Second Quartile Median (75 Centers)	First Quartile Average (74 Centers)	First Quartile Median (74 Centers)
Membership Revenue	\$375,551	\$337,067	\$602,788	\$559,608	\$386,854	\$379,979	\$303,127	\$310,404	\$210,415	\$212,982
Personal Training Revenue	\$120,336	\$94,242	\$210,409	\$176,897	\$129,908	\$115,188	\$85,736	\$74,309	\$55,757	\$53,609
Pay-Per-Visit Revenue	\$35,863	\$28,189	\$52,349	\$47,152	\$36,827	\$29,792	\$33,578	\$28,550	\$20,729	\$18,555
Total Revenue	\$531,750	\$484,987	\$865,546	\$799,172	\$553,589	\$553,350	\$422,441	\$419,661	\$286,901	\$294,567
Number/Percentage At or Above Average Total Revenue	123/41%	N/A	24/32%	N/A	36/49%	N/A	36/48%	N/A	46/62%	N/A
Highest Total Revenue	\$1,671,943	N/A	\$1,671,943	N/A	\$624,141	N/A	\$484,987	N/A	\$350,889	N/A
Lowest Total Revenue	\$152,535	N/A	\$625,806	N/A	\$485,792	N/A	\$353,379	N/A	\$152,535	N/A
Average Monthly Membership Count	731	656	1,102	1,065	751	753	622	614	451	450
Number/Percentage At or Above Average Monthly Membership Count	124/42%	N/A	32/43%	N/A	38/51%	N/A	36/48%	N/A	37/50%	N/A
Highest Monthly Membership Count	2,241	N/A	2,241	N/A	1,249	N/A	1,086	N/A	820	N/A
Lowest Monthly Membership Count	227	N/A	432	N/A	386	N/A	324	N/A	227	N/A

1. The averages in the chart immediately above for all 297 centers and the averages for the centers in each Quartile were determined in the same manner as the averages were determined in the chart in Section A above, except that the total number of centers used was 297 and the number of centers in the groups making up the Quartiles was as set forth in the chart immediately above.

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

III. 2024 Statement of Revenue, Expenses and Earnings for Company-Owned Anytime Fitness Centers.

We do not receive complete operating expenses from our franchised centers. However, we do have that information from our company-owned centers. There were 11 company-owned centers in the Anytime Fitness system as of December 31, 2024. We have taken the revenues and expenses of all 11 of these company-owned centers that were open and operating as company-owned centers for the 12 month period ended February 28, 2025 and which were using SmartCoaching during this time period, adjusted the expenses to reflect estimated costs we believe a franchisee would incur as noted below, and shown the results below. We excluded from this information one company-owned center that we sold to a franchisee in 2024.

These 11 centers were placed in terciles (thirds) based on their individual 2024 total revenue. The 4 centers with the highest total revenue during 2024 were placed in the Top Third, the next 3 in the Middle Third, and the last 4 centers in the Bottom Third, all as reflected in the chart below. The earliest of these centers opened in 2005 and the latest in 2021.

The averages in the chart immediately below for all 11 centers and the averages for the centers in each tercile were determined in the same manner as the averages were determined in the charts above, except that the total number of centers used was 11 and the number of centers in the groups making up the terciles was as disclosed in the chart below.

	Average (11 Centers)	Top Third Average (4 Centers)	Middle Third Average (3 Centers)	Bottom Third Average (4 Centers)
Average Monthly Membership Count	640	816	579	509
Number/Percent at or Above Average Monthly Membership Count	3/27%	2/50%	2/67%	1/25%
Median	557	830	601	502
Revenue¹				
Membership Fees	308,737	403,014	263,492	248,393
Personal Training /Coaching	191,824	271,889	192,816	111,015
Pay Per Visit	28,663	41,995	18,354	23,063
Average Total Revenue	529,223	716,899	474,661	382,470
Number/Percent at or Above Average Revenue	4/36%	2/50%	1/33%	2/50%
Highest Total Revenue	814,824	814,824	487,749	419,794
Lowest Total Revenue	347,544	623,223	465,662	347,544
Median	470,573	714,774	470,573	381,271
Operating Expenses				
Rent and Cam	113,199	143,522	99,752	92,961
Personal Training Expenses	105,211	144,705	108,885	62,962
Royalties ²	9,840	9,840	9,840	9,840
Processing/CC Fees	19,834	25,418	17,919	15,687
Utilities	26,358	30,023	19,720	27,672
Insurance ³	3,200	3,200	3,200	3,200

	Average (11 Centers)	Top Third Average (4 Centers)	Middle Third Average (3 Centers)	Bottom Third Average (4 Centers)
Key Fobs/Access Pass	2,011	2,975	1,658	1,311
Advertising Fund ⁴	7,200	7,200	7,200	7,200
Local Advertising ⁵	10,036	10,200	10,400	9,600
Maintenance	11,890	13,322	10,964	11,153
Tech Fee ⁶	9,588	9,588	9,588	9,588
Conference Fee ⁷	750	750	750	750
Office Expense	5,579	5,974	4,075	6,313
Cleaning Expense	11,713	14,238	5,426	13,903
License Fees ⁸	150	150	150	150
Miscellaneous ⁹	3,488	3,479	3,299	3,640
Total Operating Expenses	340,048	424,583	312,827	275,930
Number/Percentage At or Above Total Average Operating Expenses	4/36%	3/75%	2/67%	2/50%
Median	330,151	442,780	330,151	277,740
Net Operating Income Before Manager Salary, Interest, Taxes, Depreciation and Amortization	189,175	292,315	161,835	106,540
<i>Margin %</i>	<i>35.75%</i>	<i>40.77%</i>	<i>34.09%</i>	<i>27.86%</i>
Number/Percentage At or Above Average Net Operating Income Before Manager Salary, Interest, Taxes, Depreciation and Amortization	4/36%	2/50%	1/33%	3/75%
Median	135,511	310,846	135,511	115,250
Manager(s) Base Salary ¹⁰	45,173	49,797	43,986	41,439
Earnings Before Interest, Taxes, Depreciation and Amortization	144,002	242,519	117,848	65,101
<i>EBITDA Margin %</i>	<i>27.21%</i>	<i>33.83%</i>	<i>24.83%</i>	<i>17.02%</i>
# and % At or Above the Average Earnings Before Interest, Taxes, Depreciation and Amortization	4/36%	2/50%	1/33%	3/75%
Median	92,240	257,668	92,240	71,903

1 – Similar to the information on revenues for franchised Anytime Fitness centers, we have not included one-time enrollment fees for new members in our revenues, and we have not included any vending income. We have also excluded revenues from physical therapy services since most franchised centers do not have these revenues.

2 – These are the franchise royalties you must pay to us under your Franchise Agreement. We refer to these as “Monthly Fees” in our System.

3 – Your actual expense will vary depending on your market. The numbers shown in the chart reflect an amount of \$3,200. This amount was provided by our third-party insurance company.

4 – This is the amount you must contribute to the Anytime Fitness General Advertising and Marketing Fund under your Franchise Agreement.

5 – These amounts have been adjusted to show what a franchisee would incur based on the market tiers in which these centers are located (9 of these centers are located in Illinois and 2 in Minnesota). These centers actually spent less on local advertising during the Relevant Time Period. These amounts do not include Grand Opening or Ramp Up Program costs as these are not new centers. Grand Opening and Ramp Up Program costs range from \$11,000 to \$23,000 depending upon the market tier in which the center is located.

6 –You must pay this fee under your Franchise Agreement.

7 – We hold our franchise conference every other year. We estimate the costs for attendance, including travel, hotel and the conference fee will be \$1,500. The amount shown above reflects one-half of this total since you would only attend every other year.

8 – This is the amount we estimate a franchisee would be required to spend to maintain its health club license.

9 – Other expenses include bank fees, courier fees, dues and subscriptions, office equipment expense, professional fees, technology, and postage. However, we have not included amounts charged by us or our affiliates for optional services.

10 – If you manage the center, these amounts, which do not include taxes, would be additional profit or allotted for your salary. In addition, we provided 401K benefits to all the employees of the company-owned centers, as we do for all our corporate employees. These figures are not included in the chart above because most of our franchisees do not provide 401K plans to their employees.

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

Information for Anytime Fitness Centers

The revenue information disclosed above would constitute gross sales and there are no deductions from these sales.

All of the Anytime Fitness centers used in compiling the numbers in this Item 19 offer substantially the same products and services as you are expected to offer. We used to offer an Anytime Fitness Express center concept but no longer offer it although we have Anytime Fitness Express centers operating in our System. However, none of the information from those centers is included in this Item 19.

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

Other than as set forth above, we do not make any representations about a franchisee's future financial performance or the past financial performance of franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting General Counsel James Goniea at 111 Weir Drive, Woodbury, Minnesota 55125, telephone (651) 438-5000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

All of the information in the tables below is as of December 31 of the applicable year.

Table No. 1

**SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2022 TO 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	2334	2318	-16
	2023	2318	2298	-20
	2024	2298	2290	-8
Company-Owned	2022	13	12	-1
	2023	12	12	0
	2024	12	11	-1
Total Outlets	2022	2347	2330	-17
	2023	2330	2310	-20
	2024	2310	2301	-9

Table No. 2

**TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN TO US) FOR YEARS 2022 TO 2024**

State	Year	Number of Transfers
Alabama	2022	1
	2023	0
	2024	0
Arizona	2022	3
	2023	3
	2024	3
Arkansas	2022	10
	2023	1
	2024	1
California	2022	16
	2023	9
	2024	13
Colorado	2022	4
	2023	1
	2024	6
Connecticut	2022	0
	2023	1
	2024	0
Delaware	2022	0
	2023	1
	2024	0
Florida	2022	17
	2023	23
	2024	12

State	Year	Number of Transfers
Georgia	2022	10
	2023	8
	2024	8
Hawaii	2022	2
	2023	0
	2024	0
Idaho	2022	2
	2023	4
	2024	7
Illinois	2022	5
	2023	7
	2024	9
Indiana	2022	6
	2023	10
	2024	8
Iowa	2022	8
	2023	8
	2024	2
Kansas	2022	1
	2023	2
	2024	3
Kentucky	2022	2
	2023	0
	2024	0
Louisiana	2022	10
	2023	10
	2024	10
Maryland	2022	3
	2023	3
	2024	0
Massachusetts	2022	0
	2023	2
	2024	0
Michigan	2022	4
	2023	17
	2024	13
Minnesota	2022	11
	2023	15
	2024	12
Mississippi	2022	0
	2023	1
	2024	3
Missouri	2022	4
	2023	5
	2024	5
Montana	2022	0
	2023	1
	2024	1
Nebraska	2022	5
	2023	4
	2024	4
Nevada	2022	2
	2023	2
	2024	0

State	Year	Number of Transfers
New Jersey	2022	1
	2023	4
	2024	0
New Mexico	2022	1
	2023	3
	2024	1
New York	2022	0
	2023	2
	2024	1
North Carolina	2022	3
	2023	18
	2024	3
North Dakota	2022	4
	2023	0
	2024	0
Ohio	2022	1
	2023	5
	2024	3
Oklahoma	2022	6
	2023	5
	2024	2
Oregon	2022	0
	2023	0
	2024	5
Pennsylvania	2022	5
	2023	10
	2024	5
South Carolina	2022	4
	2023	7
	2024	7
South Dakota	2022	2
	2023	1
	2024	0
Tennessee	2022	6
	2023	0
	2024	4
Texas	2022	13
	2023	17
	2024	11
Utah	2022	2
	2023	2
	2024	3
Vermont	2022	0
	2023	1
	2024	0
Virginia	2022	7
	2023	7
	2024	7
Washington	2022	6
	2023	6
	2024	6
West Virginia	2022	0
	2023	0
	2024	1

State	Year	Number of Transfers
Wisconsin	2022	17
	2023	17
	2024	28
Total	2022	204
	2023	243
	2024	207

Note: There was no activity in the last 3 years in the states not listed in the above table.

Table No. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2022	27	0	1	0	0	0	26
	2023	26	0	1	2	0	0	23
	2024	23	0	1	0	0	0	22
Alaska	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Arizona	2022	41	1	1	1	0	0	40
	2023	40	3	0	1	0	0	42
	2024	42	0	2	0	0	0	40
Arkansas	2022	28	0	1	1	0	0	26
	2023	26	1	0	0	0	0	27
	2024	27	0	0	0	0	0	27
California	2022	126	7	0	0	0	0	133
	2023	133	5	4	1	0	0	133
	2024	133	5	1	1	0	0	136
Colorado	2022	47	1	0	0	0	0	48
	2023	48	0	2	0	0	0	46
	2024	46	0	1	1	0	0	44
Connecticut	2022	24	0	1	0	0	0	23
	2023	23	0	0	0	0	0	23
	2024	23	0	0	0	0	0	23
Delaware	2022	8	0	0	0	0	0	8
	2023	8	0	0	1	0	0	7
	2024	7	0	1	0	0	0	6
Florida*	2022	154	3	6	4	0	0	147
	2023	147	1	6	1	0	0	141
	2024	141	3	3	1	0	0	140
Georgia	2022	82	1	5	2	0	0	76
	2023	76	0	3	0	0	0	73
	2024	73	0	1	1	0	0	71
Hawaii	2022	7	0	0	0	0	0	7
	2023	7	0	1	0	0	0	6
	2024	6	0	0	0	0	0	6
Idaho	2022	24	0	0	0	0	0	24
	2023	24	0	0	0	0	0	24
	2024	24	0	0	0	0	0	24

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Illinois	2022	86	2	1	1	0	0	86
	2023	86	2	3	0	0	0	85
	2024	85	4	2	1	0	0	86
Indiana	2022	96	0	2	0	0	0	94
	2023	94	2	0	0	0	0	96
	2024	96	1	1	0	0	0	96
Iowa	2022	57	0	0	0	0	0	57
	2023	57	2	0	1	0	0	58
	2024	58	0	2	1	0	0	55
Kansas	2022	12	0	0	0	0	0	12
	2023	12	2	1	0	0	0	13
	2024	13	0	0	0	0	0	13
Kentucky	2022	13	0	0	0	0	0	13
	2023	13	1	0	1	0	0	13
	2024	13	0	0	0	0	0	13
Louisiana	2022	115	1	0	0	0	0	116
	2023	116	1	1	0	0	0	116
	2024	116	0	1	0	0	0	115
Maine	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Maryland	2022	24	0	3	0	0	0	21
	2023	21	1	0	1	0	0	21
	2024	21	1	0	0	0	0	22
Massachusetts	2022	39	2	1	0	0	0	40
	2023	40	0	2	1	0	0	37
	2024	37	1	0	0	0	0	38
Michigan	2022	84	1	1	0	0	0	84
	2023	84	3	3	1	0	0	83
	2024	83	2	2	1	0	0	82
Minnesota	2022	142	0	2	2	0	0	138
	2023	138	0	1	0	0	0	137
	2024	137	1	1	0	0	0	137
Mississippi	2022	23	0	0	1	0	0	22
	2023	22	0	1	1	0	0	20
	2024	20	0	1	0	0	0	19
Missouri	2022	46	4	2	1	0	0	47
	2023	47	0	0	2	0	0	45
	2024	45	1	0	3	0	0	43
Montana	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Nebraska	2022	32	0	3	0	0	0	29
	2023	29	3	1	0	0	0	31
	2024	31	0	0	2	0	0	29
Nevada	2022	28	0	1	0	0	0	27
	2023	27	1	1	0	0	0	27
	2024	27	0	1	0	0	0	26
New Hampshire	2022	3	0	0	0	0	0	3
	2023	3	0	1	0	0	0	2
	2024	2	0	0	1	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
New Jersey	2022	16	0	0	1	0	0	15
	2023	15	1	0	0	0	0	16
	2024	16	0	0	1	0	0	15
New Mexico	2022	21	0	0	0	0	0	21
	2023	21	1	1	0	0	0	21
	2024	21	0	0	0	0	0	21
New York	2022	17	1	0	1	0	0	17
	2023	17	0	0	0	0	0	17
	2024	17	1	0	1	0	0	17
North Carolina	2022	41	2	1	0	0	0	42
	2023	42	1	1	0	0	0	42
	2024	42	1	1	1	0	0	41
North Dakota	2022	16	1	1	0	0	0	16
	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	0	16
Ohio	2022	71	2	0	1	0	0	72
	2023	72	2	0	1	0	0	73
	2024	73	4	2	0	0	0	75
Oklahoma	2022	32	0	1	1	0	0	30
	2023	30	0	0	1	0	0	29
	2024	29	0	0	0	0	0	29
Oregon	2022	30	1	0	0	0	0	31
	2023	31	0	1	2	0	0	28
	2024	28	0	1	0	0	0	27
Pennsylvania	2022	68	5	2	2	0	0	69
	2023	69	2	0	3	0	0	68
	2024	68	2	0	2	0	0	68
Rhode Island	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
South Carolina	2022	31	0	0	0	0	0	31
	2023	31	1	1	1	0	0	30
	2024	30	3	0	0	0	0	33
South Dakota	2022	17	1	0	0	0	0	18
	2023	18	1	0	0	0	0	19
	2024	19	0	0	0	0	0	19
Tennessee	2022	35	0	1	0	0	0	34
	2023	34	1	0	0	0	0	35
	2024	35	1	0	0	0	0	36
Texas	2022	257	9	3	1	0	0	262
	2023	262	5	2	2	0	0	263
	2024	263	10	6	1	0	0	266
Utah	2022	17	1	0	0	0	0	18
	2023	18	0	1	0	0	0	17
	2024	17	2	0	0	0	0	19
Vermont	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Virginia	2022	67	0	1	0	0	0	66
	2023	66	3	2	0	0	0	67
	2024	67	1	0	1	0	0	67

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Washington	2022	72	2	1	0	0	0	73
	2023	73	0	0	1	0	0	72
	2024	72	1	0	0	0	0	73
West Virginia	2022	16	0	1	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	0	1	0	0	0	14
Wisconsin	2022	117	0	2	0	0	0	115
	2023	115	1	1	0	0	0	115
	2024	115	1	1	1	0	0	114
Wyoming	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Totals	2022	2334	49	45	20	0	0	2318
	2023	2318	47	42	25	0	0	2298
	2024	2298	46	33	21	0	0	2290

*AFLLC sold 1 company-owned club to a franchisee in 2024 (1 in Florida); while this outlet never closed, it has been marked as “Outlets Opened” as it was, as of December 31, 2024, franchisee-owned.

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
Illinois	2022	9	0	0	0	0	9
	2023	9	0	0	0	0	9
	2024	9	0	0	0	0	9
Maine	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Minnesota	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Totals	2022	13	0	0	1	0	12
	2023	12	0	0	0	0	12
	2024	12	0	0	0	1	11

Note: There was no activity in the last 3 years in the states not listed in the above table.

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2024

State	Franchise Agreements Signed as of December 31, 2024 But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company – Owned (or Affiliate- owned) Outlets in the Next Fiscal Year
Alabama	1	0	0
Alaska	0	0	0
Arizona	2	0	0
Arkansas	0	0	0
California	21	9	0
Colorado	6	1	0
Connecticut	2	1	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	23	8	0
Georgia	2	0	0
Hawaii	3	1	0
Idaho	2	0	0
Illinois	12	1	0
Indiana	3	1	0
Iowa	0	0	0
Kansas	1	0	0
Kentucky	2	0	0
Louisiana	1	0	0
Maine	0	0	0
Maryland	1	0	0
Massachusetts	0	0	0
Michigan	3	2	0
Minnesota	6	1	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	2	0	0
Nebraska	3	1	0
Nevada	1	0	0
New Hampshire	0	0	0
New Jersey	5	3	0
New Mexico	6	3	0
New York	3	1	0
North Carolina	12	4	0
North Dakota	0	0	0

State	Franchise Agreements Signed as of December 31, 2024 But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company – Owned (or Affiliate-owned) Outlets in the Next Fiscal Year
Ohio	7	0	0
Oklahoma	0	0	0
Oregon	1	0	0
Pennsylvania	4	0	0
Rhode Island	0	0	0
South Carolina	10	2	0
South Dakota	1	0	0
Tennessee	3	1	0
Texas	19	2	0
Utah	3	1	0
Vermont	0	0	0
Virginia	1	0	0
Washington	6	5	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	1	0	0
Puerto Rico	0	0	0
U.S. Virgin Islands	0	0	0
Other U.S. Territories and Possessions	0	0	0
Total	179	48	0

A list of the names, addresses and telephone numbers of all current Anytime Fitness franchisees, and the locations of their open Anytime Fitness centers as of December 31, 2024, is attached to this Disclosure Document as Exhibits C-1 and C-2.

A list of all franchisees who have had an outlet terminated, canceled, not renewed, or otherwise voluntarily ceased to do business under the Franchise Agreement during the 12-month period ended December 31, 2024, or who have not communicated with us within 10 weeks of our application date, is attached to this Disclosure Document as Exhibit C-3. There are 261 franchisees on this list, representing 326 franchises.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. During the last 3 years current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us or our predecessor. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

We have a Franchise Advisory Council that consists of franchisees within our system with whom we consult on various aspects of our system. This is not a formal entity, and it does not have a telephone number, street address, email address, or website. The members of our Franchise Advisory Council are simply franchisees who communicate with each other by telephone and email, and who attend telephone and in-person meetings with our staff.

One independent franchisee association has asked to be included in this Disclosure Document: AFFA, an Independent Association of Anytime Fitness® franchisees. The contact information for AFFA is as follows:

AFFA, an Independent Association of Anytime Fitness® Franchisees
PO Box 10158
Palm Desert, CA 92255-1058
Phone: 619-209-3775
Fax: 866-855-1988
Email: affa@aafdchapters.org

ITEM 21. FINANCIAL STATEMENTS

Attached at Exhibit D are the audited financial statements of our affiliate SEB Franchising Guarantor LLC (“SFG”), for the fiscal years ended December 31, 2022, December 31, 2023, and December 31, 2024. SFG guarantees our performance under the Franchise Agreement, Area Development Agreement, and other related documents. A copy of the guaranty of SFG is attached at Exhibit D.

As reflected in Item 1, Anytime Fitness, LLC will be providing required support and services to franchisees under a management agreement with us. Attached at Exhibit D are the audited financial statements of Anytime Fitness, LLC for the fiscal years ended December 31, 2022, December 31, 2023 and December 31, 2024. These financial statements are being provided for disclosure purposes only. Anytime Fitness, LLC is not a party to the Franchise Agreement, Area Development Agreement or any other agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement, Area Development Agreement, or other agreement we sign with franchisees.

ITEM 22. CONTRACTS

A copy of the Franchise Agreement, Franchise Agreement Guaranty, and General Release is attached as Exhibit E. A copy of the Area Development Agreement and Development Agreement Guaranty is attached as Exhibit F. Exhibit H is an agreement you sign with our affiliate, Healthy Contributions, to assist in the transfer, processing and distribution of funds and data for various fitness incentive programs you can offer to your members. Exhibit I includes forms of financing documents. Exhibit J is an agreement you will sign with ProVizion regarding the billing for our web fee, and the provision of security and software support. Exhibit K is an application for a membership surety bond you must sign with Nationwide Mutual Insurance Company. Exhibit L are the Service Agreements you must sign to use the Club Management Software. Exhibit M is a Franchisee Questionnaire you must complete and sign before we will grant you a franchise. Exhibit N is the Coaching Suite Addendum we require existing franchisees sign to implement the Coaching Suite at existing Anytime Fitness centers that do not already have access to and offer the Coaching Suite. Exhibit O is the Evolt Software Subscription Agreement you must sign in connection with a required software program. Exhibit P is the ABC Merchant Services Agreement. Exhibit Q is the Provider Program Addendum. Exhibit R is the Anytime Nutrition Program Addendum.

ITEM 23. RECEIPTS

The last 2 pages of this Disclosure Document are detachable documents acknowledging receipt of this Disclosure Document. Please sign both receipt pages and return one to us.

EXHIBIT A

**LIST OF STATE AGENCIES/
AGENTS FOR SERVICE OF PROCESS**

LIST OF STATE AGENCIES

California

Department of Financial Protection and Innovation
651 Bannon Street, Suite 300
Sacramento, CA 95811
(866) 275-2677 (toll free)
Ask.DFPI@dfpi.ca.gov (email)

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
King Kalakaua Building
335 Merchant Street, Rm. 205
Honolulu, Hawaii 96813
(808) 586-2744

Illinois

Office of Attorney General
Franchise Division
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

Office of Attorney General
Maryland Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan

Michigan Dept. of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Minnesota Department of Commerce
Registration and Licensing
Division
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capital – 14th Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island

Rhode Island Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O. Pastore Complex – Building 68-2
Cranston, Rhode Island 02920
(401) 222-3048

South Dakota

South Dakota Department of Labor & Regulation
Division of Insurance – Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia

State Corporation Commission
Division of Securities and
Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington

Washington Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

Wisconsin

Department of Financial Institutions
Division of Securities
4822 Madison Yards Way,
North Tower
Madison, Wisconsin 53705
(608) 261-9555

LIST OF AGENTS FOR SERVICE OF PROCESS

California

Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
651 Bannon Street, Suite 300
Sacramento, CA 95811
(866) 275-2677 (toll free)

Hawaii

Commissioner of Securities for the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
King Kalakaua Building
335 Merchant Street, Rm. 205
Honolulu, Hawaii 96813
(808) 586-2744

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-1090

Indiana

Indiana Secretary of State
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan

Michigan Dept. of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
525 W. Ottawa St.
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Minnesota Commissioner of
Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

New York

New York Secretary of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

North Dakota

North Dakota Securities Commissioner
Securities Department
600 East Boulevard Avenue
State Capitol – 14th Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-2910

Rhode Island

Director
Rhode Island Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O. Pastore Complex – Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

South Dakota

Director of South Dakota Division of Insurance – Securities
Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

Washington

Director, Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

Wisconsin

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way,
North Tower
Madison, Wisconsin 53705
(608) 261-9555

EXHIBIT B

TABLE OF CONTENTS OF OPERATIONS MANUAL

EXHIBIT B

ANYTIME FITNESS

OPERATIONS MANUAL – TABLE OF CONTENTS

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This Operations Manual is an online resource, therefore page numbers may vary.

EXHIBIT C-1

LIST OF FRANCHISEES AS OF DECEMBER 31, 2024

(INCLUDING AREA DEVELOPMENT AGREEMENT COMMITMENTS)

CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
J & C Garcia LLC	26 Broad St	Alexander City	AL	35010	(256) 329-1004	
CKC Fitness, LLC	1984 Veterans Memorial Dr	Birmingham	AL	35214	(205) 874-6644	
Murphy Health & Fitness, LLC	11971 Liberty Pkwy	Birmingham	AL	35242	(205) 957-2525	
Fountain Enterprises, LLC	1650 Douglas Ave	Brewton	AL	36426	(251) 314-1411	
Chelsea Fitness LLC	16054 Hwy. 280, Ste. 700	Chelsea	AL	35043	(205) 678-8820	
San Sebastiano LLC	1845 Patriot Way SW	Cullman	AL	35055	(256) 841-6500	
New Life Fitness2 LLC	2020 US-98, Ste C	Daphne	AL	36526	(251) 626-5018	
3-D Fitness, LLC	8154 Hwy 59, Ste 216	Foley	AL	36535	(251) 923-5550	
All Things Fitness, Inc.	2075 Cecil Ashburn Drive SE	Huntsville	AL	35802	(256) 970-1400	
Benjamin Handley	24571 US Hwy 31	Jemison	AL	35085	(205) 688-5060	
Kingdom Fitness Ventures LLC	1874 Slaughter Rd., St G-J	Madison	AL	35758	(256) 325-0016	
Don Gomien & Associates, Inc.	3456 Hillcrest Rd	Mobile	AL	36695	(251) 662-1320	
Fountain Enterprises, LLC	465 Pike St., Ste C	Monroeville	AL	36460	(251) 302-2431	
Anthony S. Thorn and Julie Ann Thorn	2701 Frederick Rd	Opelika	AL	36801	(334) 759-6464	
Rockit Body Fitness, LLC	70 Taylor Road	Owens Cross Roads	AL	35763	(256) 812-2081	
Jim Slack	1548 US-231 S, Ste 1	Ozark	AL	36360	(334) 445-9009	
TASK Fitness, LLC	5408 Summerville Rd.	Phenix City	AL	36867	(334) 332-9200	
New Life Fitness2, LLC	21862 AL-59	Robertsdale	AL	36567	(251) 240-0499	
Analyst One Financial, LLC	1513 S Broad St	Scottsboro	AL	35768	(256) 575-8450	
Leah Langlinais	10200 Eastern Shore Blvd, Ste 404	Spanish Fort	AL	36527	(251) 299-2229	*
Jim Slack	105 Southland Vlg	Troy	AL	36079	(334) 770-0888	
ATFAK-ANC1, LLC	8936 Lake Otis Pkwy	Anchorage	AK	99507	(907) 339-2348	*
ATFAK-SOL1, LLC	42115 Kalifornsky Beach Rd, Ste A3	Soldotna	AK	99669	(907) 262-6197	
Luke Lehr	42407 N Vision Way	Anthem	AZ	85086	(623) 215-4669	
Enlighten Up. Inc.	29855 N Tatum Blvd	Cave Creek	AZ	85331	(480) 681-5200	
Bandon Fitness (Texas), Inc.	1065 E Riggs Rd	Chandler	AZ	85249	(480) 821-2112	
Ratrace, Inc.	759 N Hwy 89	Chino Valley	AZ	86323	(928) 636-8348	
Bandon Fitness (Texas), Inc.	450 W Ruins Dr	Coolidge	AZ	85128	(520) 723-0995	
DBH FITNESS LLC	13915 N Dysart Rd, Ste A4	El Mirage	AZ	85335	(623) 583-2064	
Flagstaff ATF, LLC	2500 S Woodlands Vlg Dr, Ste 21	Flagstaff	AZ	86001	(928) 226-7064	
Big M, LLC	16425 E Palisades Blvd	Fountain Hills	AZ	85268	(480) 837-5151	
10 More LLC	949 N Val Vista Dr, Ste 115	Gilbert	AZ	85234	(480) 892-5646	
DBH FITNESS LLC	6640 W Cactus Rd, Ste A 112	Glendale	AZ	85304	(623) 594-2422	
Doolittle Enterprises Inc.	3780 W Happy Valley Rd	Glendale	AZ	85310	(623) 377-8440	
Alison and Joseph Capote	62 S Lk Havasu Ave	Lake Havasu City	AZ	86403	(928) 302-3883	
Bandon Fitness (Texas), Inc.	12958 W Indian School Rd	Litchfield Park	AZ	85340	(623) 935-2737	

* Franchisee is also an area developer under an Area Development Agreement and the Franchise Agreement was signed under an Area Development Agreement.

CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
Bandon Fitness (Texas), Inc.	12040 N Thornydale Rd, Ste 106	Marana	AZ	85658	(520) 579-2600	
BALANCED STRENGTH AF LLC	21116 N John Wayne Pkwy B3	Maricopa	AZ	85139	(520) 568-5226	
AVAZ FITNESS LLC	1239 E McKellips Rd	Mesa	AZ	85203	(480) 464-5646	
Bandon Fitness (Texas), Inc.	8257 E. Guadalupe Rd.	Mesa	AZ	85212	(480) 354-0666	
Bandon Fitness (Texas), Inc.	2250 Highway 60	Miami	AZ	85539	(928) 473-1328	*
98 Bell, LLC	11911 N 1st Ave, Ste 101	Oro Valley	AZ	85737	(520) 219-2869	
SIMS 34, LLC	24640 N Lake Pleasant Rd, Ste 103	Peoria	AZ	85383	(623) 518-6100	
ADMFITNESS, LLC and William Nicholls and Barbara Nicholls, individually	15610 N 7th St	Phoenix	AZ	85022	(602) 795-8088	
B-Fit Enterprises, LLC	4855 Warner Rd	Phoenix	AZ	85044	(480) 900-1616	
Foothills Fitness 24/7, LLC	1420 E Chandler Blvd, Suite 104	Phoenix	AZ	85048	(480) 460-1673	
L13cky Health, LLC	111 E Dunlap Ave, Ste 9	Phoenix	AZ	85020	(602) 883-7800	*
L13cky Health, LLC	4030 E Thunderbird Rd, Ste D	Phoenix	AZ	85032	(602) 883-8733	*
L13cky Health, LLC	3135 E Indian School Rd	Phoenix	AZ	85016	(602) 362-3166	
Michael Zaia	18413 N Cave Creek Rd	Phoenix	AZ	85032	(602) 824-9095	
Michael Laird	3190 Willow Creek Rd	Prescott	AZ	86301	(928) 227-8337	*
Ratrace, Inc.	6715 E 2nd St, Ste A	Prescott Valley	AZ	86314	(928) 443-5701	
BALANCED STRENGTH AF LLC	530 E Hunt Hwy, Ste 113	San Tan Valley	AZ	85143	(480) 888-9332	
Bandon Fitness (Texas), Inc.	40601 N Gantzel Rd	San Tan Valley	AZ	85140	(480) 677-3637	*
K2 Fitness, LLC	32687 N Scottsdale Rd	Scottsdale	AZ	85266	(480) 575-7505	
Kevin Redus	7679 E Pinnacle Peak Rd	Scottsdale	AZ	85255	(480) 689-5997	
L13cky Health, LLC	5094 North Hayden Rd	Scottsdale	AZ	85250	(602) 900-0852	
L13CKY Health, LLC	2240 N Scottsdale Rd	Tempe	AZ	85281	(602) 362-3362	*
98 Bell, LLC	7937 N Oracle Rd	Tucson	AZ	85704	(520) 622-2514	
A&R FOOTHILLS FITNESS LLC	4784 E Sunrise Dr	Tucson	AZ	85718	(520) 577-4607	*
APZ LLC	8868 Tanque Verde Rd	Tucson	AZ	85749	(520) 760-1200	
Bandon Fitness (Texas), Inc.	7475 W Twin Peaks Rd, Ste 103-109	Tucson	AZ	85743	(520) 579-6615	
STRONG ALPHA FOXTROT LLC	2500 N Silverbell Rd, Ste 100	Tucson	AZ	85745	(520) 999-8282	
Bandon Fitness (Texas), Inc.	1420 S Constitution Ave	Ashdown	AR	71822	(870) 898-5700	
Patrick Connell	3050 Harrison St	Batesville	AR	72501	(870) 793-2700	
Bandon Fitness (Texas), Inc.	101 North Service Rd	Blytheville	AR	72315	(870) 824-5490	
ELynn, Inc.	105 Progress Way	Bryant	AR	72022	(501) 213-0526	*
RFC69, LLC	206 Garden Oaks Dr	Camden	AR	71701	(870) 836-7100	
Bandon Fitness (Texas), Inc.	1151 Rogers Ave	Clarksville	AR	72830	(479) 705-0011	
PW Fitness LLC	6315 Wedington Dr, Unit 2	Fayetteville	AR	72704	(479) 935-4600	
Band of Brothers Fitness Group - Chaffee Crossing, LLC	6220 Massard Rd	Fort Smith	AR	72916	(479) 877-7389	*
JD FITNESS LLC	11735 Old Hwy 71 S	Fort Smith	AR	72916	(479) 668-0119	*

* Franchisee is also an area developer under an Area Development Agreement and the Franchise Agreement was signed under an Area Development Agreement.

CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
Bandon Fitness (Texas), Inc.	47 S Broadview St	Greenbrier	AR	72058	(501) 679-0677	
Bandon Fitness (Texas), Inc.	2427 W Center St	Greenwood	AR	72936	(479) 431-5105	*
D R Profit Ventures, LLC	115 Industrial Park Rd	Harrison	AR	72601	(870) 416-3606	
Bandon Fitness (Texas), Inc.	1301 N Hervey	Hope	AR	71801	(870) 777-9100	
Bandon Fitness (Texas), Inc.	7403 Cantrell Rd	Little Rock	AR	72207	(501) 663-4400	
Faith 4 Life Enterprises, Inc.	106 Bloomington Rd	Lowell	AR	72745	(479) 365-6768	
Bandon Fitness (Texas), Inc.	608 Martin Luther King Blvd	Malvern	AR	72104	(501) 467-8485	
Powerhouse Group LLC	102 Block St	Marion	AR	72364	(870) 739-1266	
Bandon Fitness (Texas), Inc.	20 Bruce St	Morrilton	AR	72110	(501) 289-6534	
Bandon Fitness (Texas), Inc.	40 Plaza Way, Ste 30	Mountain Home	AR	72653	(870) 580-0941	
Bandon Fitness (Texas), Inc.	815 Malcolm Ave	Newport	AR	72112	(870) 495-1950	*
Lane & Pickney Investments, Inc.	1700 Linwood Dr	Paragould	AR	72450	(870) 236-1551	
Bandon Fitness (Texas), Inc.	2005 N Arkansas Ave	Russellville	AR	72802	(479) 957-9156	*
Inspired Siloam Fitness LLC	1007 S Mt Olive St	Siloam Springs	AR	72761	(479) 373-1122	
Michael Beard	1602 E Robinson Ave	Springdale	AR	72764	(479) 841-9752	
Samurai 327, LLC	7058 W Sunset Ave, Suite 2	Springdale	AR	72762	(479) 633-7348	
Bandon Fitness (Texas), Inc.	2229 Trinity Blvd	Texarkana	AR	71854	(870) 772-4348	
Powerhouse Group LLC	113 N Missouri St	West Memphis	AR	72301	(870) 629-5262	
Milt Folas, Angie Folas and Stephan Folas	883D Island Dr	Alameda	CA	94502	(510) 864-2030	
Stephan Folas and Milt Folas	951 Marina Village Pkwy	Alameda	CA	94501	(510) 263 9574	
The Master's Holdings, Inc.	2700 Balls Ferry Rd	Anderson	CA	96007	(530) 776-4541	
Richr, Inc.	13692 Apple Valley Rd, #130	Apple Valley	CA	92308	(760) 240-9933	
The Master's Holdings, Inc.	90 Rancho Del Mar	Aptos	CA	95003	(831) 662-1977	
Christopher Huisken and Lori Huisken	9 E Foothill Blvd	Arcadia	CA	91006	(626) 445-1026	
The Master's Holdings, Inc.	12130 New Airport Rd, Unit 200	Auburn	CA	95603	(530) 887-1265	
Richr, Inc.	1301 E Main St	Barstow	CA	92311	(760) 577-1718	*
Brett Livingstone and Rachel Livingstone	1820 Solano Ave, Ste A	Berkeley	CA	94707	(510) 526-4900	
Ignore the Limits, LLC	7750 Brentwood Blvd, Ste E	Brentwood	CA	94513	(925) 513-7001	
AFCamarillo LLC	5221 Mission Oaks Blvd	Camarillo	CA	93012	(805) 445-8899	
The Master's Holdings, Inc.	3490 Palmer Dr #3E, Golderado Plaza	Cameron Park	CA	95682	(530) 676-4111	
The Master's Holdings, Inc.	26536 Carmel Rancho Blvd	Carmel-By-The-Sea	CA	93923	(831) 293-8338	
Michael Heinold	67555 East Palm Canyon	Cathedral City	CA	92234	(760) 459-8101	
Bandon Fitness (Texas), Inc.	21525 Devonshire St	Chatsworth	CA	91311	(818) 477-2323	
24/7 Fitness, Inc.	15709 Euclid Ave	Chino	CA	91710	(909) 550-1016	
AFTK NChico LLC	3010 Floral Ave, Ste 110	Chico	CA	95973	(530) 694-4665	
AFTK Ventures LLC	2499 Forest Ave	Chico	CA	95928	(530) 636-2424	

* Franchisee is also an area developer under an Area Development Agreement and the Franchise Agreement was signed under an Area Development Agreement.

CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
DDK Chula Vista LLC	2322 Proctor Valley Rd, Ste 105	Chula Vista	CA	91914	(619) 796-7777	
Cesar Galvan-Arteaga and Patricia Lapant	792 S Cloverdale Blvd	Cloverdale	CA	95425	(707) 894-0700	
Five Star Fitness LLC	1023 Bridge St	Colusa	CA	95932	(530) 458-1669	
AFCC LLC	1150 Concord Ave	Concord	CA	94520	(925) 363-3301	*
Blu Moon, Inc.	5434 Ygnacio Valley Rd, Ste 130	Concord	CA	94521	(925) 672-6700	
AFGR, LLC	2641 Green River Rd, Ste 102	Corona	CA	92882	(951) 475-1299	*
JAAS, LLC	215 S Citrus Ave	Covina	CA	91723	(626) 224-3973	
Forever Forward LLC	4130 Sepulveda Blvd	Culver City	CA	90230	(424) 672-3488	*
Powerhouse Gym & Fitness Center, Inc.	1900 N Lincoln St, Ste 102	Dixon	CA	95620	(707) 693-9500	
Fitness Democracy, LLC	2217 E Huntington Dr	Duarte	CA	91010	(626) 359-6394	
Moractiv Inc.	13465 Camino Canada	El Cajon	CA	92021	(619) 956-9555	*
RSD Fitness, LP	2650 Jamacha Rd	El Cajon	CA	92019	(619) 741-3211	
Geminiz, LLC	630 N Pacific Coast Hwy, Unit 10	El Segundo	CA	90245	(424) 277-9000	
MinCA, LLC	9692 Elk Grove-Florin Rd	Elk Grove	CA	95624	(916) 936-3969	*
Happy San Diego LLC	260G N El Camino Real	Encinitas	CA	92024	(760) 642-5566	
GK Fitness, Inc.	5089 Business Center Dr	Fairfield	CA	94534	(707) 864-1575	
Sohail Abdali	1955 W Texas St	Fairfield	CA	94533	(707) 673-4244	
VM FitBoys III LLC	855 S Main St	Fallbrook	CA	92028	(760) 723-2433	
MinCA, LLC	9500 Greenback Lane	Folsom	CA	95630	(916) 741-2030	*
The Master's Holdings, Inc.	10530 Twin Cities Rd	Galt	CA	95632	(209) 314-1600	*
The Maker's Fitness, Inc.	755 1st St	Gilroy	CA	95020	(408) 846-4222	
LK Fitness Group	300 E Colorado St	Glendale	CA	91205	(818) 584-7700	*
Teaghlach Kyn, LLC	9711 Vlg Ctr Dr, Ste 125	Granite Bay	CA	95746	(916) 786-3999	
The Master's Holdings, Inc.	562 Sutton Way	Grass Valley	CA	95945	(530) 652-4680	
The Master's Holdings, Inc.	1554 CA-99	Gridley	CA	95948	(530) 797-9080	
Lommori ATF, LLC	300 Pacific Coast Hwy	Hermosa Beach	CA	90254	(310) 303-3334	
GYNOTME, LLC	18990 Coyote Valley Rd, Stes 20 & 21	Hidden Valley Lake	CA	95467	(707) 987-9100	
The Master's Holdings, Inc.	1760 Airline Hwy, Ste I	Hollister	CA	95023	(831) 636-4699	
Christopher Huiskens and Lori Huiskens	21421 Brookhurst St	Huntington Beach	CA	92646	(714) 369-2337	
Coachella Valley Kiva Incorporated	81801 Indio Blvd	Indio	CA	92201	(760) 772-9772	
Ryan Chambers	11310 Prospect Dr, Ste 70	Jackson	CA	95642	(209) 223-3636	
The Master's Holdings, Inc.	510 Canal St	King City	CA	93930	(831) 387-7770	
The Master's Holdings, Inc.	939 Sierra St	Kingsburg	CA	93631	(559) 634-3555	
La Canada Athletics Inc.	890 Town Ctr Dr, Ste B	La Canada Flintridge	CA	91011	(818) 928-1314	
HAP Fitness LLC	5100 Orangethorpe Ave., Ste G	La Palma	CA	90623	(562) 725-3539	
Bandon Fitness (Texas), Inc.	24290 El Toro Rd.	Laguna Hills	CA	92637	(949) 946-6996	

* Franchisee is also an area developer under an Area Development Agreement and the Franchise Agreement was signed under an Area Development Agreement.

CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
The Master's Holdings, Inc.	880 Sterling Parkway, #10	Lincoln	CA	95648	(916) 587-6100	
The Master's Holdings, Inc.	1855 Holmes St	Livermore	CA	94550	(925) 292-7196	
WC Assets LLC	6337 E Spring St	Long Beach	CA	90808	(562) 270-9755	*
The Master's Holdings, Inc.	3226 Boyington Rd	Loomis	CA	95650	(916) 660-0700	
The Master's Holdings, Inc.	120 General Stilwell Dr, Suite 200	Marina	CA	93933	(831) 917-9499	
The Master's Holdings, Inc.	399 Lighthouse Ave	Monterey	CA	93940	(831) 373-1234	
EIC 633, Inc.	144 W Los Angeles Ave	Moorpark	CA	93021	(805) 552-0050	
The Creator's Fitness Corp	715 Cochrane Rd	Morgan Hill	CA	95037	(408) 776-8980	
GSK Fitness Novato, Inc.	680 Quintana Rd	Morro Bay	CA	93442	(805) 225-5052	
Patrick Kam and Matt Morales	6347 Jarvis Ave	Newark	CA	94560	(510) 794-4888	
Golden Dog Wellness	180 Mary Ave	Nipomo	CA	93444	(805) 723-0191	
GSK Fitness Novato, Inc.	946 Diablo Ave	Novato	CA	94947	(415) 898-1166	
GSK Fitness Novato, Inc.	40050 Hwy 49, Ste N4	Oakhurst	CA	93644	(559) 683-2513	
Brett Livingstone and Rachel Livingstone	2 Orinda Theatre Square, Ste 148	Orinda	CA	94563	(925) 542-0342	
The Master's Holdings, Inc.	1124 H Oro Dam Blvd E	Oroville	CA	95965	(530) 533-7770	
365 Fitness Holdings, LLC	702 N Ventura Rd	Oxnard	CA	93030	(805) 983-7770	
The Master's Holdings, Inc.	1146 Forest Ave	Pacific Grove	CA	93950	(831) 324-4004	*
NorCal Fitness, Inc.	1367 Linda Mar Shopping Center	Pacifica	CA	94044	(650) 808-7745	
Emma Lam and Kimberly Zumbro	36891 Cook St, Ste 1	Palm Desert	CA	92211	(760) 469-4648	
Forever Pasadena LLC	600 E Colorado Blvd	Pasadena	CA	91101	(626) 408-6500	*
The Master's Holdings, Inc.	1075 Sperry Ave, Ste D	Patterson	CA	95363	(209) 892-4348	
North Bay Whole Health, LLC	2620 Lakeville Hwy, Ste 310	Petaluma	CA	94954	(707) 779-2155	
Homegrown Fitness, LLC	4371 Phelan Rd	Phelan	CA	92371	(442) 936-9200	
Urban Enterprise Partners, Inc.	1477 Fitzgerald Dr	Pinole	CA	94564	(510) 222-5646	
WITHFIT, INC.	3964 Missouri Flat Rd., Ste H-J	Placerville	CA	95667	(530) 295-3600	
MGC Fitness, LP	12222 Poway Rd, Ste 7	Poway	CA	92064	(858) 842-2222	
The Master's Holdings, Inc.	17547 Vierra Canyon Rd	Prunedale	CA	93907	(831) 663-9377	
Brad Creager	850 Main St	Ramona	CA	92065	(760) 315-4040	
The Master's Holdings, Inc.	3161-3225 Zinfandel Dr	Rancho Cordova	CA	95670	(916) 706-0090	
Alison Capote and Joseph Capote	7890 Haven Ave, Ste 22	Rancho Cucamonga	CA	91730	(909) 484-6880	
Premier Fitness, LLC	3325-3331 Placer St	Redding	CA	96001	(530) 255-8087	
AFRL LLC	500 N Orange St	Redlands	CA	92374	(909) 798-5000	
Benjamin McCarty and Michael Rappaport	3191 B Mission Inn Ave	Riverside	CA	92507	(951) 643-3992	
Sante Wellness, Corp.	4270 Riverwalk Pkwy, Suite 112-116	Riverside	CA	92505	(951) 977-9607	
The Master's Holdings, Inc.	3001 Stanford Ranch Rd	Rocklin	CA	95765	(916) 435-7900	
North Bay Whole Health, LLC	939 Golf Course Dr	Rohnert Park	CA	94928	(707) 585-8795	

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MinCA III LLC	1850 Douglas Blvd, Ste 204	Roseville	CA	95661	(916) 789-0110	
Jeff Kester	455 Watt Ave	Sacramento	CA	95864	(916) 481-7555	
JLo & Li'l C LLC	6350 Folsom Blvd, Ste 160	Sacramento	CA	95819	(916) 452-5555	
The Master's Holdings, Inc.	1128 S Main St	Salinas	CA	93901	(831) 484-7878	
The Master's Holdings, Inc.	1594 N Sanborn Rd	Salinas	CA	93905	(831) 751-1622	*
AFVV LLC	811 Via Suerte	San Clemente	CA	92673	(949) 276-8888	
Bandon Fitness (Texas), Inc.	3165 Rosecrans St	San Diego	CA	92110	(619) 323-1993	
DDK Downtown LLC	180 Broadway, Ste B100A	San Diego	CA	92101	(619) 304-8181	
DDK Mission Hills LLC	365 W Washington St	San Diego	CA	92103	(619) 837-8378	*
3allinaf LLC	185 Branham Ln, Ste 7	San Jose	CA	95136	(408) 790-1790	
3allinaf LLC	1036 The Alameda	San Jose	CA	95126	(408) 827-4994	*
Sportschool SJC, LLC	31107 Rancho Viejo Rd, Ste 5	San Juan Capistrano	CA	92675	(949) 481-2220	
The Master's Holdings, Inc.	1343 Washington Ave	San Leandro	CA	94577	(510) 357-7711	
JMS Capital, Inc.	1234 E Mission Rd	San Marcos	CA	92069	(760) 203-4347	
The Master's Holdings, Inc.	1132 Academy Ave, Ste 108	Sanger	CA	93657	(559) 399-8080	
The Master's Holdings, Inc.	2718 Homestead Rd	Santa Clara	CA	95050	(408) 244-2884	
King Kermit, LLC	16676 Soledad Canyon Rd	Santa Clarita	CA	91387	(661) 250-7191	
Laura Halander	26869 Bouquet Cyn Rd	Santa Clarita	CA	91350	(661) 309-6299	
The Master's Holdings, Inc.	1640 Mission St	Santa Cruz	CA	95060	(831) 777-3999	
DDK Santa Maria LLC	3400 Orcutt Rd	Santa Maria	CA	93455	(805) 938-1300	
Brett Livingstone and Rachel Livingstone	3215 Coffey Ln	Santa Rosa	CA	95403	(707) 836-6649	
Good Vibe Industries	5761 Mountain Hawk Way	Santa Rosa	CA	95409	(707) 538-4888	
JDS Fitness, Inc.	2885 Santa Rosa Ave	Santa Rosa	CA	95407	(707) 542-6500	
Norcal Fitness, Inc.	620 Larkfield Center	Santa Rosa	CA	95403	(707) 578-4900	
Michael Witt and Karen Witt	140 Donahue St	Sausalito	CA	94965	(415) 480-3838	
FF Management, LLC	2920 Westminster Blvd	Seal Beach	CA	90740	(562) 598-2100	
Withfit, Inc.	968 Hwy 116 S	Sebastopol	CA	95472-4544	(707) 340-6756	*
ABDALI INC	2941 Cochran St	Simi Valley	CA	93065	(805) 522-5175	
The Master's Holdings, Inc.	2209 H Dela Rosa Sr. St	Soledad	CA	93960	(831) 237-5111	
Laura Kirley and Paul Kirley	500 W Napa St, Ste 536	Sonoma	CA	95476	(707) 938-7238	
Withfit, Inc.	13769 Mono Way, Ste D & E	Sonora	CA	95370	(209) 331-5759	*
AFSV LLC	2635 Main St	Susanville	CA	96130	(530) 257-7770	
Nahal Ahdoot	19235 Ventura Blvd	Tarzana	CA	91356	(818) 642-5277	
TEAM COLEMAN FITNESS INC	717 Wendy Dr	Thousand Oaks	CA	91320	(805) 379-9909	
The Master's Holdings, Inc.	2620 S Tracy Blvd, Ste 120	Tracy	CA	95376	(209) 839-8204	*
La Canada Athletics Inc.	7230 Foothill Blvd	Tujunga	CA	91042	(747) 213-3459	

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Clear Lake Fitness, LLC	175 S. Orchard Ave.	Ukiah	CA	95482	(707) 468-9999	
The Master's Holdings, Inc.	3025 Alamo Dr	Vacaville	CA	95687	(707) 685-8000	
GSK Fitness Novato, Inc.	1906 Vista Del Lago, Ste G	Valley Springs	CA	95252	(209) 920-3056	*
Allen Coleman and Karen Terveer	2950 Johnson Dr	Ventura	CA	93003	(805) 658-1348	*
Miraly Fitness LLC	12044 Dunia Rd., Ste. H	Victorville	CA	92392	(760) 947-8900	
VM FitBoys II LLC	1280 E Vista Way	Vista	CA	92084	(760) 691-2121	
SJGS Enterprises, LLC	2445 Hwy 46, Ste A	Wasco	CA	93280	(661) 758-1500	
North Bay Whole Health, LLC	8938 Lakewood Dr	Windsor	CA	95492	(707) 657-7424	
GSK Fitness Novato, Inc.	113 Main St.	Winters	CA	95694	(530) 795-4444	
K&D Fitness Group LLC	21550 Yorba Linda Blvd, Ste 550 A-C	Yorba Linda	CA	92887	(714) 463-6260	
Cross Training Investments, LLC	177 Craft Dr, Ste 102	Alamosa	CO	81101	(719) 589-6520	
2708 AF Corp.	6520 Wadsworth Blvd, Ste 130	Arvada	CO	80003	(303) 456-6667	
Parker Road Fitness LLC	5458 S Parker Rd	Aurora	CO	80015	(720) 828-8998	
Runway2Fitness, LLC	7420 S Gartrell Rd, Ste C	Aurora	CO	80016	(303) 782-9348	
Daniel Franklin	939 Mountain Ave	Berthoud	CO	80513	(970) 670-3838	*
Sole to Soul Fitness LLC	6565 Gunpark Dr, Ste 160	Boulder	CO	80301	(303) 530-7648	
Cross Training Assets, LLC	225 Pavilions Pl	Brighton	CO	80601	(720) 408-9912	
Canon City AT Fitness LLC	304 N 16th St	Canon City	CO	81212	(719) 657-7771	
Western Strength and Fitness LLC	794 S Perry St, Unit B	Castle Rock	CO	80104	(720) 727-2559	
Spring Fitness, LLC	820 Village Center Dr	Colorado Springs	CO	80919	(719) 725-2600	
True Grit Fitness Corp	6945 Austin Bluffs Pkwy	Colorado Springs	CO	80923	(719) 284-5200	
Cross Training Assets, LLC	10853 US Hwy 285, Suite C	Conifer	CO	80433	(303) 838-1130	
Hecht Delta Fitness, LLC	300 Stafford Ln	Delta	CO	81416	(970) 874-5000	*
Chris Schultz Fitness, LLC	1244 E Colfax Ave	Denver	CO	80218	(303) 558-1555	
FG Fitness 1, LLC	3698 W 44th Ave, Ste G	Denver	CO	80211	(720) 475-0072	
Michael Jenulis and Kathryn Jenulis	6005 E Colfax	Denver	CO	80220	(303) 876-0997	
Runway 2 Fitness - Northfield, LLC	9165 E Northfield Blvd, Ste 155	Denver	CO	80238	(720) 242-9948	*
Fit 4 Life, LLC	125 Mercado St., Ste. 115	Durango	CO	81301	(970) 259-3007	
Runway 2 Fitness - Elizabeth, LLC	2340 Legacy Circle	Elizabeth	CO	80107	(720) 502-7676	*
James Worrell	155 W Hampden Ave	Englewood	CO	80110	(720) 663-1348	
Timothy Kellerman and Jaclyn Janes	3897 - 3901 Evergreen Pkwy	Evergreen	CO	80439	(303) 670-1496	
Fit For You, LLC	4445 City Centre Rd, Ste 100	Firestone	CO	80504	(303) 772-2660	
Christopher Cattolica and Ronnie Stuart	814 W Drake Rd	Fort Collins	CO	80526	(970) 223-2248	
Wylo AF LLC	302 S College Ave, Ste 110	Fort Collins	CO	80524	(970) 295-4010	
C & K Enterprises, LLC	6436 S Hwy 85/87, Ste F	Fountain	CO	80817	(719) 698-7913	
Roaring Fork Fitness LLC	7025 Colorado 82, Building 1 - Unit 3A	Glenwood Springs	CO	81601	(970) 945-6000	

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PROGRESS NOT PERFECTION LLC	2740 Hwy 50	Grand Junction	CO	81503	(970) 242-7200	
Bandon Fitness (Texas), Inc.	4855 W 10th St	Greeley	CO	80634	(970) 352-3640	
LJ Fitness LLC	4872 Thompson Pkwy	Johnstown	CO	80534	(970) 663-4517	
Sole to Soul Fitness LLC	325 Waneka Pkwy	Lafayette	CO	80026	(720) 890-7437	
James Ferguson and Jeffrey Ferguson	1500 W Littleton Blvd, Stes 100-100B	Littleton	CO	80120	(303) 794-4235	
S&J Worrell Fitness LLC	7580 S Pierce St, Units 6 & 7	Littleton	CO	80128	(303) 948-1911	
Cross Training Investments, LLC	1111 Francis St	Longmont	CO	80501	(303) 776-2633	
LVAf LLC	1107 Eagle Dr	Loveland	CO	80537	(970) 669-1059	*
Nicole Grine	301 S Main St	Mead	CO	80542	(970) 805-0073	
Nicole Grine	1750 Broad St	Milliken	CO	80543	(970) 578-3550	*
Hecht Fitness, LLC	1544 Oxbow Dr, Ste 270	Montrose	CO	81401	(970) 249-5557	
Spence & Fuselier Fitness, LLC	1737 Lk Woodmoor Dr	Monument	CO	80132	(719) 374-5821	
Daniel Sachtleben and Roxanne Sachtleben	9985 D Hwy 50	Poncha Springs	CO	81242	(719) 626-2121	*
Jessica Grenier and Kevin Grenier	800 Airport Road	Rifle	CO	81650	(970) 665-9383	
Double Lane Enterprises, LLC	1875 Central Park Dr	Steamboat Springs	CO	80477	(970) 875-1130	*
AF 5034 Corp.	1115 W Main St	Sterling	CO	80751	(970)-522-2500	
RC Forster Fitness LLC	6556 Buttercup Dr, Unit 7	Wellington	CO	80549	(970) 472-6556	
Windsor 247 Fitness, Inc.	1159 W Main St	Windsor	CO	80550	(970) 674-3304	
Andrew Breton and Scott Regina	250 Albany Turnpike	Canton	CT	06019	(860) 352-2074	*
Fitness 4 U, LLC	493 Westchester Rd	Colchester	CT	06415	(860) 267-1001	
Andrew Breton and Scott Regina	51 Shunpike Rd, Unit 51-27	Cromwell	CT	06416	(860) 635-4024	
JJ ATF Deep River, LLC	190 Main St	Deep River	CT	06417	(860) 322-3987	
Andrew Breton and Scott Regina	89 W Rd	Ellington	CT	06029	(860) 871-1234	*
Andrew Breton and Scott Regina	188 Main St	Farmington	CT	06032	(860) 470-5110	
Andrew Breton & Scott Regina	38-2868 Main St	Glastonbury	CT	06033	(860) 430-5308	
Andrew Breton and Scott Regina	5-9 Bank St	Granby	CT	06035	(860) 413-3737	*
JJ Madison, LLC	492-508 Old Toll Rd	Madison	CT	06443	(203) 421-2091	
Brase, Inc.	238-A Tolland Tpke.	Manchester	CT	06042	(860) 432-1300	
ATF Newington, LLC	3310 Berlin Tpke	Newington	CT	06111	(860) 770-6013	
Lymak Fitness, LLC	17 Liberty Way	Niantic	CT	06357	(860) 691-1611	
TJ-AF, LLC	50 Main St	Old Saybrook	CT	06475	(860) 388-1200	
J & TAF, LLC	62 Providence Pike	Putnam	CT	06260	(860) 315-9012	
Axel and Lynnea Mahlke	24 Hartford Rd	Salem	CT	06420	(860) 850-1010	*
ATF Somers, LLC	95 S. Rd.	Somers	CT	06071	(860) 265-3009	
Andrew Breton and Scott Regina	825 Queen Street	Southington	CT	06489	(860) 621-7200	*
Frank Cappola and Jennifer Jose-Cappola	838 High Ridge Rd	Stamford	CT	06905	(203) 388-8320	

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AF Dynasty LLC	2020 Norwich New London Tpke, Unit 8	Uncasville	CT	06382	(860) 848-0383	
O.I.N.O. G.C., LLC	152 Chase Ave	Waterbury	CT	06704	(203) 527-5670	
Andrew Breton and Scott Regina	340 N Main St	West Hartford	CT	06117	(860) 570-0123	
Andrew Breton and Scott Regina	84 Danbury Rd	Wilton	CT	06897	(203) 210-7474	*
Andrew Breton and Scott Regina	1065 Kennedy Rd	Windsor	CT	06095	(860) 219-0014	*
Fitness Management Group, Inc.	235 Governors Pl	Bear	DE	19701	(302) 834-2348	*
Iron Bar, LLC	702 Lantana Dr	Hockessin	DE	19707	(302) 239-4800	
Fitness Management Group, Inc.	247 S Main St	Newark	DE	19711	(302) 533-7773	*
Stratford Fitness LLC	201 Louviers Dr	Newark	DE	19711	(302) 533-6040	
Fitness Management Group, Inc.	599 Jimmy Dr, Stes 17,18,19-20	Smyrna	DE	19977	(302) 653-4496	
Fitness Management Group, Inc.	1812 Marsh Rd	Wilmington	DE	19810	(302) 475-2400	
Haley Everett and Wilfred Ellis	15202 NW 147th Dr	Alachua	FL	32615	(386) 518-5277	
Stella Gracie, LLC	6110 Hwy 41 N	Apollo Beach	FL	33572	(813) 641-7171	*
BREWER FITNESS LLC	1309 East Oak St	Arcadia	FL	34266	(863) 240-0871	
Todd Altom	444 Havendale Blvd	Auburndale	FL	33823	(863) 965-4695	
Bandon Fitness (Texas), Inc.	906 US 27 S	Avon Park	FL	33825	(863) 784-0478	
Carle Fitness Centers, LLC	145 E Van Fleet Dr	Bartow	FL	33830	(863) 537-7123	
The Master's Holdings, Inc.	6144 14th St W	Bayshore Gardens	FL	34207	(941) 756-7084	*
RealTalk Fitness of Boynton Beach, LLC	4758 N Congress Ave.	Boynton Beach	FL	33426	(561) 903-0474	
The Master's Holdings, Inc.	4001 Manatee Ave W	Bradenton	FL	34205	(941) 216-3112	*
Vanderbrook Ventures, LLC	4320 E SR-64 (Manatee Ave E)	Bradenton	FL	34208	(941) 746-5191	
Fitness Tennessee XII LLC	19340 Cortez Blvd	Brooksville	FL	34601	(352) 397-4862	*
The Master's Holdings, Inc.	31182 Cortez Blvd	Brooksville	FL	34602	(352) 667-7700	
Bandon Fitness (Texas), Inc.	2221 W. County Rd. 48, Ste.101	Bushnell	FL	33513	(352) 569-1015	
Mills Fitness LLC	450077 SR 200	Callahan	FL	32011	(904) 879-2747	
#850STRONG FITNESS LLC	856 N Tyndall Pkwy	Callaway	FL	32404	(850) 640-6150	
Cantonment Fitness, LLC	470 US-29	Cantonment	FL	32533	(850) 937-7660	
Cape Coral AF LLC	130 S Del Prado Blvd	Cape Coral	FL	33990	(239) 573-8805	
The Master's Holdings, Inc. DBA The Master's Fitness, Inc.	2354 Surfside Blvd	Cape Coral	FL	33991	(239) 283-5900	*
The Master's Holdings, Inc. DBA The Master's Fitness, Inc.	2708 Santa Barbara Blvd	Cape Coral	FL	33914	(239) 549-3488	*
KDJ Investment Group, Inc.	1220 NW 21st Ave	Chiefland	FL	32626	(352) 221-9988	
Arrington Investments LLC	1595 S Highland	Clearwater	FL	33756	(727) 396-7139	
Arrington Investments LLC	30210 US Hwy 19 N	Clearwater	FL	33761	(727) 781-2222	
David LaGree, April Calderon and John Nolan	2522 McMullen Booth Rd, Unit B	Clearwater	FL	33761	(727) 712-1575	
Bandon Fitness (Texas), Inc.	17445 US Hwy 192	Clermont	FL	34714	(352) 394-3339	
PD JAAMM LLC	2570 FL-50	Clermont	FL	34711	(352) 432-3901	

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The Master's Holdings, Inc. DBA The Master's Fitness, Inc.	2311 SR 524	Cocoa	FL	32926	(321) 735-4815	*
Mills Fitness LLC	635 Wakulla-Arran Rd	Crawfordville	FL	32327	(850) 926-2010	
AF CRYSTAL RIVER INC.	2010 SE US Hwy 19	Crystal River	FL	34429	(352) 794-6161	
Carle Fitness Centers, LLC	14540 7th St	Dade City	FL	33523	(352) 437-5900	
KT Fitness, LLC	7982 Lk Wilson Rd	Davenport	FL	33896	(863) 439-8202	
The Master's Holdings, Inc. DBA The Master's Fitness, Inc.)	1382 Howland Blvd	Deltona	FL	32738	(386) 259-9894	*
The Master's Holdings, Inc.	1471 Main St	Dunedin	FL	34698	(727) 733-1100	
Tapper Fitness, Inc.	21740 S. Tamiami Trail, Suite 109	Estero	FL	33928	(239) 444-8439	
Mills Fitness LLC	474285 E. State Rd. 200	Fernandina Beach	FL	32034	(904) 432-8120	
Aaron Simpson and Matthew Warner	9861 Bernwood Pl Dr	Fort Myers	FL	33966	(239) 931-0983	
Anytime Wellness, LLC	9211 College Pkwy	Fort Myers	FL	33919	(239) 481-2237	
WOEHRLE HEALTH & FITNESS 5, LLC	701 Orange Ave	Fort Pierce	FL	34950	(772) 461-2348	
JWMC ENTERPRISES, LLC	339 Racetrack Rd NW	Fort Walton Beach	FL	32547	(850) 586-1747	
Bandon Fitness (Texas), Inc.	36 W Wall St	Frostproof	FL	33843	(863) 546-6010	
Bandon Fitness (Texas), Inc.	540 State Rd 13, Ste 103	Fruit Cove	FL	32259	(904) 342-8058	
Turtle Hermit Training LLC	7070 SW Archer Rd	Gainesville	FL	32608	(352) 338-7722	
Rock'n Robin, LLC	3729 Gulf Breeze Pkwy.	Gulf Breeze	FL	32563	(850) 932-1111	
JJ & J Fitness, Inc.	515 US Hwy 17-92 W	Haines City	FL	33844	(863) 421-3481	
The Master's Holdings, Inc.	11690 SE Federal Hwy	Hobe Sound	FL	33455	(772) 545-2030	
AF HOMOSASSA INC.	5723 S Suncoast Blvd	Homosassa	FL	34446	(352) 503-6856	
Stratford Fitness LLC	13720 Little Rd	Hudson	FL	34667	(727) 378-1400	
The Master's Holdings, Inc. DBA The Master's Fitness, Inc.)	345 E Highland Blvd	Inverness	FL	34452	(352) 400-4894	*
Blue Star Investments, LLC	5541 Roosevelt Blvd	Jacksonville	FL	32244	(904) 643-7999	
McKay's Optimal Health, LLC	5613-2 San Jose Blvd	Jacksonville	FL	32207	(904) 731-7900	
Michael Brashear	3104 Flagler Avenue	Key West	FL	33040	(305) 741-7754	
E&A Fitness Inc.	1713 Business Ctr Ln	Kissimmee	FL	34758	(407) 978-6944	
Bandon Fitness (Texas), Inc.	510 E Hwy 466	Lady Lake	FL	32159	(352) 633-0868	
GLH Fitness, Inc.	138 Plz Ave	Lake Placid	FL	33852	(863) 659-1647	
Bandon Fitness (Texas), Inc.	1318 SR 60	Lake Wales	FL	33853	(863) 678-9999	
Blue Star Investments, LLC	4695 E CR-540A	Lakeland	FL	33813	(863) 800-0207	*
Simply FIT, LLC	12955 Seminole Blvd	Largo	FL	33778	(727) 286-5050	
Triumph Fit, Inc.	11700 Oakhurst Rd	Largo	FL	33774	(727) 388-9010	
AF LECANTO INC.	2668 W Woodview Ln	Lecanto	FL	34461	(352) 270-8868	
Foxtrot Fitness Group LLC	27900 US Hwy 27S	Leesburg	FL	34748	(352) 764-4422	
Kristopher J. DeRocker	10700 US Hwy 441, Stes 106-107-108	Leesburg	FL	34788	(352) 742-2008	
Ronald Rigaud and Monica Rigaud	16144 Churchview Dr. Ste 201, (Second Floor)	Lithia	FL	33547	(813) 438-8474	

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GMJ Fitness, LLC	788 S 6th St	MacClenny	FL	32063	(904) 397-0370	
WOEHRLE HEALTH & FITNESS 3, LLC	1270 N Wickham Rd	Melbourne	FL	32935	(321) 242-0525	
WOEHRLE HEALTH & FITNESS 3, LLC	1515 Palm Bay Rd	Melbourne	FL	32905	(321) 473-8923	
WOEHRLE HEALTH & FITNESS 3, LLC	6300 N Wickham Rd	Melbourne	FL	32940	(321) 622-6750	*
Adamson Enterprises, Inc.	6568 Caroline St	Milton	FL	32570	(850) 623-3348	
Simone Functional Fitness LLC	825 North Highway 27, Suite 100-101	Minneola	FL	34715	(352) 717-9841	
Ararat Fitness, LLC	17195 US Hwy 441	Mt. Dora	FL	32757	(352) 308-8126	
Fitness by Pete, LLC	13040 Livingston Rd., Unit 17-18	Naples	FL	34105	(239) 261-2610	
Woehrle Health & Fitness, Inc.	9960 Business Crl, Ste 1	Naples	FL	34112	(239) 659-2002	
Woehrle Health and Fitness 2 LLC	7550 Mission Hills Dr	Naples	FL	34119	(239) 262-3348	
SH Capital AT-2 LLC	1151 S Sumter Blvd	North Port	FL	34287	(941) 426-9017	*
AF OCALA FS INC.	3930 SW. 42nd St., Ste. 103	Ocala	FL	34474	(352) 237-1848	
AF OCALA SC INC.	8585 SW Hwy 200, Ste 17	Ocala	FL	34481	(352) 237-8335	
Delany Fitness, LLC	3290 SE. 58th Ave.	Ocala	FL	34480	(352) 624-7393	
RZ Fitness LLC	9679 W. Colonial Dr	Ocoee	FL	34761	(407) 664-1121	
Blue Star Investments, LLC	4112 W. Town Ctr. Blvd.	Orlando	FL	32837	(407) 985-5849	
NSY, Inc.	4446 Curry Ford Rd	Orlando	FL	32812	(407) 482-2888	
PD Jaamm, LLC	13807 Landstar Blvd, Ste 160	Orlando	FL	32824	(407) 917-3727	
Bandon Fitness (Texas), Inc.	302 N Nova Rd	Ormond Beach	FL	32174	(386) 677-8600	
Springer Ventures, LLC	1276 S Tamiami Trail	Osprey	FL	34229	(941) 441-9600	
LLL & Associates, LLC	4185 SW. High Meadows Ave.	Palm City	FL	34990	(772) 223-5515	
Bandon Fitness (Texas), Inc	260 Cypress Edge Dr., Ste. 106	Palm Coast	FL	32164	(386) 445-4945	
The Master's Holdings, Inc.	679 Alderman Rd	Palm Harbor	FL	34683	(727) 266-4126	
VMP Fitness, LLC	4942 Ridgemoor Blvd	Palm Harbor	FL	34685	(727) 330-7545	
The Master's Holdings, Inc.	609 10th St E	Palmetto	FL	34221	(941) 417-7432	*
Lead-2-Inspire Group, LLC	7613 N SR 7	Parkland	FL	33067	(954) 346-2002	
AMS 24/7 Fitness, Inc.	8332 US 301 N.	Parrish	FL	34219	(941) 981-3821	
Bandon Fitness (Texas), Inc.	3 W. Nine Mile Rd, Ste 8	Pensacola	FL	32534	(850) 497-6644	
New Life Fitness2, LLC	6301 N 9th Ave, Ste 3-5	Pensacola	FL	32504	(850) 969-1348	
New Life Fitness2, LLC	9075 W Hwy 98	Pensacola	FL	32506	(850) 435-4300	
Rock'n Robin, LLC	100 S. Alcaniz St.	Pensacola	FL	32502	(850) 469-1144	
Bandon Fitness (Texas), Inc.	1064 Cypress Pkwy	Poinciana	FL	34759	(407) 847-4144	
RealTalk Entertainment, LLC	1161 S Federal Hwy	Pompano Beach	FL	33062	(561) 903-0474	*
The Master's Holdings, Inc.	880 A1A N, Ste 17B	Ponte Vedra Beach	FL	32082	(904) 395-2500	*
SH Capital AT-LLC	24001 Peachland Blvd, Unit 10	Port Charlotte	FL	33954	(941) 764-7227	*
North Star Fitness Centers, Inc.	3761 S Nova Rd, Ste E	Port Orange	FL	32129	(386) 243-5640	

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CURRENT FRANCHISEES

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As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
Fitness24 of Port Richey LLC	10053 US-19	Port Richey	FL	34668	(727) 835-5550	
BECKER RD AF LLC	802 SE Becker Rd	Port St. Lucie	FL	34984	(772) 343-0758	
The Master's Holdings, Inc. DBA The Master's Fitness, Inc.	230 SW Port Saint Lucie Blvd	Port St. Lucie	FL	34984	(772) 344-6620	
The Master's Holdings, Inc.	3941 Tamiami Tr, Unit 3165	Punta Gorda	FL	33950	(941) 347-8540	
Blue Star Investments, LLC	11252 Boyette Rd	Riverview	FL	33569	(813) 443-4747	
DPGC Fitness, LLC	13184 US Hwy 301 S	Riverview	FL	33579	(813) 677-4800	
JWMC Enterprises, LLC	10875 Bloomingdale Ave	Riverview	FL	33578	(813) 269-8463	
Genesis Fitness Centers, Inc.	41 Chailett Rd	Rotonda West	FL	33947	(941) 828-0151	
Fairchild Fitness Inc.	4057 Clark Rd	Sarasota	FL	34233	(941) 926-3300	
Sergei Jazexhiu and Biklen Jazexhiu	8309 Lockwood Ridge Rd	Sarasota	FL	34243	(941) 358-5551	
Hughes Capital Group LLC	9360 90th Ave, Ste 105	Sebastian	FL	32958	(772) 589-4486	
Fitness Tennessee VI, LLC	1267 Wendy Ct	Spring Hill	FL	34607	(352) 606-2842	
Ancient City Fitness Ventures, Inc.	4010 US Hwy 1 S	St. Augustine	FL	32086	(904) 297-2300	
Holston Holdings Inc.	60 Silver Forest Dr, Ste 101	St. Augustine	FL	32092	(904) 209-9917	
Goodtime Health & Fitness LLC	3380 Canoe Crk. Rd.	St. Cloud	FL	34772	(407) 891-9111	*
The Master's Holdings, Inc.	10660 Gandy Blvd N	St. Petersburg	FL	33702	(727) 954-3492	
The Master's Holdings, Inc.	4949 34th St S	St. Petersburg	FL	33711	(727) 864-0333	*
Victor Ravelo	448 W Madison St	Starke	FL	32091	(904) 964-3488	
Bandon Fitness (Texas), Inc.	16770 S Hwy 441, Ste 605	Summerfield	FL	34491	(352) 307-0700	
Blue Star Investments, LLC	3828 Sun City Center Blvd.	Sun City Center	FL	33573	(813) 938-3939	*
Yousef Musleh	10144 W Oakland Park Blvd	Sunrise	FL	33351	(954) 749-8600	
FIT PALS LLC	6615 Mahan Dr, Ste 310	Tallahassee	FL	32308	(850) 385-2348	
FIT PALS LLC	3219 Apalachee Pkwy	Tallahassee	FL	32311	(850) 671-2225	
Mills Fitness LLC	1700 North Monroe St, Ste 1	Tallahassee	FL	32303	(850) 561-1348	
Bosstinnett Enterprises, LLC	13054 Race Track Rd	Tampa	FL	33626	(813) 749-0862	
Fitness24 of North Tampa, LLC	11113 N Dale Mabry Hwy	Tampa	FL	33618	(813) 264-1861	
The Master's Holdings, Inc.	9602 W Linebaugh Ave	Tampa	FL	33626	(813) 792-2900	
Cornett Group Tarpon, LLC	402 S Pinellas Ave	Tarpon Springs	FL	34689	(727) 943-0400	
Bandon Fitness (Texas), Inc.	9225 N 56th St	Temple Terrace	FL	33617	(813) 425-5000	
The Master's Holdings, Inc.	1538 Harrison St.	Titusville	FL	32780	(321) 264-0304	
Treasure Coast Health and Fitness, LLC	755 27th Ave SW, Ste. 5	Vero Beach	FL	32968	(772) 562-5090	
Wauchula Health and Fitness, Inc.	1030 S 6th Ave	Wauchula	FL	33873	(863) 767-1555	
Fitness Tennessee X LLC	9573 Commercial Way (US-19)	Weeki Wachee	FL	34613	(352) 293-3844	*
Carle Fitness Centers, LLC	27325 Wesley Chapel Blvd	Wesley Chapel	FL	33543	(813) 994-1912	*
Vincent Borriello	6901 Okeechobee Blvd	West Palm Beach	FL	33411	(561) 508-9393	
Bandon Fitness (Texas), Inc.	6866 E SR-44	Wildwood	FL	34785	(352) 399-2977	

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Bandon Fitness (Texas), Inc.	10665 Village Lake Road, Ste 100	Windermere	FL	34786	(407) 217-6496	
FITNESS TENNESSEE XIII, LLC	14131 West Colonial Dr	Winter Garden	FL	34787	(407) 347-7554	
W H Fitness Corporation	710 Cypress Gardens Blvd.	Winter Haven	FL	33880	(863) 280 6954	
Perks Fitness Holdings, LLC	958 Orange Ave.	Winter Park	FL	32789	(321) 972-5833	
ROSE FITNESS LLC	463688 SR 200	Yulee	FL	32097	(904) 225-8400	
Carle Fitness Centers, LLC	7341 Gall Blvd	Zephyrhills	FL	33541	(813) 395-5963	*
Carle Fitness Centers, LLC	34617 SR-54 W.	Zephyrhills	FL	33541	(813)-815-9021	
Faith and Fitness, LLC	1727 Mars Hill Rd, Ste 13	Acworth	GA	30101	(770) 421-6000	
Faith and Fitness, LLC	2483 Cedarcrest Rd	Acworth	GA	30101	(770) 966-1200	
Genesis Fitness Centers, Inc.	1221 W 4th St	Adel	GA	31620	(229) 223-3195	
Bandon Fitness (Texas), Inc.	1020 S Pierce St	Alma	GA	31510	(912) 632-8223	
DHL, Inc.	5905 Atlanta Hwy	Alpharetta	GA	30004	(770) 558-4564	
Fitzpatrick Enterprises Fitness Inc.	8465 Holcomb Brg Rd	Alpharetta	GA	30022	(678) 585-6609	
Fitzpatrick Enterprises Fitness Inc.	270 Rucker Rd	Alpharetta	GA	30004	(770) 751-1837	
Baleo Fitness Georgia LLC	4050 Lexington Rd	Athens	GA	30605	(706) 850-8882	
SH Capital GAT-4 LLC	3190 Atlanta Hwy, #1	Athens	GA	30606	(706) 353 6455	
SH CAPITAL GAT-7 LLC	4920 Roswell Rd NE	Atlanta	GA	30342	(404) 343-6017	
SH CAPITAL GAT-8 LLC	550 Pharr Rd NE	Atlanta	GA	30305	(404) 549-3523	
SH Capital GAT-3 LLC	1654 Atlanta Hwy	Auburn	GA	30011	(770) 339-0134	
Jim Slack	1415 Tallahassee Hwy	Bainbridge	GA	39819	(229) 246-0021	
Bandon Fitness (Texas), Inc.	816 College Dr	Barnesville	GA	30204	(678) 359-1800	*
Bandon Fitness (Texas), Inc.	214 Central St	Baxley	GA	31513	(912) 705-3488	
Youmans Fitness, LLC	322 Main St	Blackshear	GA	31516	(912) 807-1110	
Nobileo LLC	5757 Old Winder Hwy	Braselton	GA	30517	(770) 967-1296	
CEB Fitness Enterprises, LLC	24 Canal Rd	Brunswick	GA	31525	(912) 275-8005	
AFRiverstone, LLC	110 Bluffs Pkwy	Canton	GA	30114	(678) 880-1776	
Baleo Fitness Georgia LLC	3753 Marietta Hwy, #125	Canton	GA	30114	(770) 720-1831	
Baleo Fitness Georgia LLC	6776 Hickory Flat Hwy	Canton	GA	30115	(770) 345-4387	
Jeffrey O'Mara	790 Euharlee Rd	Cartersville	GA	30120	(470) 227-8100	*
Mullares Enterprises GA, LLC	10 Slopes Dr.	Cartersville	GA	30120	(770) 387-0784	
Get Some II, LLC	1803 US-129	Cleveland	GA	30528	(706) 865-6461	
BAK Fitness LLC	7600 Schomburg Rd	Columbus	GA	31909	(706) 530-5900	
Bella Fitness 365 LLC	515 Sawnee Corners Blvd, Suite 400	Cumming	GA	30040	(678) 455-7477	
DHL 1, LLC	1735 Buford Hwy	Cumming	GA	30041	(770) 844-9552	
Harris Enterprises II, LLC	3545 Rowe Lane	Cumming	GA	30041	(770) 888-9979	
SH Capital Gat-6, LLC	720 Dacula Rd, Ste 3A	Dacula	GA	30019	(770) 236-8700	

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Extreme Body Fitness, LLC	4760 Flat Shoals Pkwy	Decatur	GA	30034	(770) 674-4185	
Bfit AF LLC	1310 S. Madison Ave.	Douglas	GA	31533	(912) 331-1501	
Baleo Fitness Georgia LLC	2615 Peachtree Industrial Blvd	Duluth	GA	30097	(770) 232-4949	
Moulton Fitness LLC	96 Craig St, Stes 101-102	Ellijay	GA	30540	(706) 697-3488	
Blue Star Investments, LLC	3110 William Few Pkwy	Evans	GA	30809	(706) 503-5353	
Get Some III LLC	4029 Winder Hwy., Ste. 410-420	Flowery Branch	GA	30542	(678) 450-1120	*
Bandon Fitness (Texas), Inc.	3658 S 2nd St	Folkston	GA	31537	(912) 496-7200	
Phyllis Burns	1500 Browns Rdg Rd, Unit M1-B	Gainesville	GA	30501	(770) 535-0424	
Uzair, Inc.	108 China St	Glennville	GA	30427	(912) 822-1348	
Ultimate Health & Fitness, Inc.	107 E Robinson Ave	Grovetown	GA	30813	(706) 910-1220	
Edward Blanchard	124 E Jarman St, Ste 7	Hazlehurst	GA	31539	(912) 551-9134	
Christen Bartley	435 EG Miles Pkwy	Hinesville	GA	31313	(912) 669-4100	
SH Capital GAT-2 LLC	6055 Hwy 124 W	Hoschton	GA	30680	(706) 654-2909	
Ultimate Extreme Fitness, LLC	1101 Old Philadelphia Rd	Jasper	GA	30143	(706) 253-5555	*
J&A Fitness LLC	960 Lee St, Ste 120	Jefferson	GA	30549	(706) 708-4088	
Thomas Green	9945 Jones Bridge Rd	Johns Creek	GA	30022	(678) 713-8373	
Mills Fitness LLC	109 Haddock Rd	Kingsland	GA	31548	(912) 882-5500	
Goodtime Lakeland LLC	81 South Valdosta Rd	Lakeland	GA	31635	(229) 482-8311	*
Bradley Meyer & Chris Wesner	3153 Sugarloaf Pkwy, #106	Lawrenceville	GA	30045	(770) 237-9707	
Blue Star Investments, LLC	1555 Hwy 19 S, Unit 14	Leesburg	GA	31763	(229) 435-6300	
Blue Star Investments, LLC	4060 Atlanta Hwy, Ste 1232	Loganville	GA	30052	(770) 466-8226	
Team Albrecht LLC	8016 Cumming Hwy, Ste 301	Macedonia	GA	30115	(770) 345-4313	
Baleo Fitness Georgia LLC	341 Furys Ferry Rd, Ste. 2	Martinez	GA	30907	(706) 364-2447	
Complete Health & Fitness, Inc.	4497-4 Columbia Rd.	Martinez	GA	30907	(706) 364-2418	
Genesis Fitness Centers, Inc.	803 1st Ave SE	Moultrie	GA	31768	(229) 668-2348	
Bandon Fitness (Texas), Inc.	105 E Washington Ave	Nashville	GA	31639	(229) 686-1888	
Maluda Fitness, LLC	202 E 4th St	Ocilla	GA	31774	(229) 796-9040	
Bandon Fitness (Texas), Inc.	1040 Macon Rd	Perry	GA	31069	(478) 987-3333	
Mills Fitness LLC	44 Traders Way	Pooler	GA	31322	(912) 748-3334	
Elite Body and Fitness LLC	125 W Brazell St	Reidsville	GA	30453	(912) 557-1910	
A Legge Up, LLC	10200 Ford Ave	Richmond Hill	GA	31324	(912) 226-6626	
DantWynn Enterprises LLC	501 N Ridge St	Rincon	GA	31326	(912) 295-5630	
Bandon Fitness (Texas), Inc.	618 South Harris St	Sandersville	GA	31082	(478) 412-2402	*
Mills Fitness LLC	50 Berwick Blvd, Suite 160,170-180	Savannah	GA	31419	(912) 495-8485	
Mills Fitness LLC	119 Charlotte Rd	Savannah	GA	31410	(912) 897-1499	
Zachary Anderson	16 Boardwalk Plaza	St Simons Island	GA	31522	(912) 434-6446	

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Mills Fitness LLC	2800 Osborne Rd	St. Mary's	GA	31558	(912) 729-2447	
Point Satellite Fitness, LLC	302 Satellite Blvd NE	Suwanee	GA	30024	(770) 400-0989	
Goodtime Lakeland LLC	2734 E. Pinetree Blvd	Thomasville	GA	31792	(229) 226-6643	
Maluda Group, LLC	189 Virginia Ave S	Tifton	GA	31794	(229) 387-3486	
Elite Body and Fitness LLC	603 E 1st St	Vidalia	GA	30474	(912) 246-4218	
SH Capital GAT-1 LLC	217 E May St	Winder	GA	30680	(770) 307-6865	
Band of Brothers Fitness Hawaii, LLC	99-084 Kauhale St	Aiea	HI	96701	(808) 200-1400	
Band of Brothers Fitness Group Kakaako, LLC	747 Queen St.	Honolulu	HI	96813	(808) 744-5300	
Bandon Fitness (Texas), Inc.	26 Hoolai St	Kailua	HI	96734	(808) 373-6746	*
Bandon Fitness (Texas), Inc.	563 Farrington Hwy	Kapolei	HI	96707	(808) 600-9719	*
Pukalani Fitness, LLC	24 Kiopaa St	Pukalani	HI	96768	(808) 633-6463	
Kurt R. Higa	54 Maui Lani Pkwy, Shops C, Store No. CC2	Wailuku	HI	96793	(808) 244-2348	
KC ALLEN FITNESS LLC	1615 S Midway Ave	Ammon	ID	83406	(208) 523-9675	
Acrux Investments, LLC	1265 Pkwy Dr	Blackfoot	ID	83221	(208) 782-2348	*
Baleo Fitness Idaho LLC	6573 Overland Rd	Boise	ID	83709	(208) 273-5590	
Baleo Fitness Idaho LLC	6582 S. Federal Way	Boise	ID	83716	(208) 273-5355	*
RDI Corporation	1746 W. State St.	Boise	ID	83702	(208) 344-4284	
Baleo Fitness Idaho LLC	2621 S 10th Ave, Ste 102	Caldwell	ID	83605	(208) 459-6818	
Baleo Fitness Idaho LLC	370 E Kathleen Ave	Coeur d'Alene	ID	83815	(208) 966-4253	*
Gregory Martin	1116 Sherman Ave	Coeur d'Alene	ID	83814	(208) 292-4911	
TKJ, LLC	39 W Little Ave, Ste 2	Driggs	ID	83422	(208) 354-9675	
Owyhee Fitness and Recreation, LLC	350 S Eagle Rd	Eagle	ID	83616	(208) 939-5900	*
McGym, LLC	2141 W Broadway St	Idaho Falls	ID	83402	(208) 542-9675	
MDS Fitness--Lewiston, LLC	102 Thain Rd	Lewiston	ID	83501	(208) 743-7100	
Hess Fitness Enterprises Inc	80 E Ustick Rd	Meridian	ID	83646	(208) 884-3338	
TK Fit, LLC	436 N Main St	Moscow	ID	83843	(208) 882-3100	
Elmo Fitness LLC	2600 American Legion Blvd, Ste 110	Mountain Home	ID	83647	(208) 587-4122	
Baleo Fitness Idaho LLC	355 Caldwell Blvd	Nampa	ID	83686	(208) 465-4400	
Fit Forward LLC	2926 E Greenhurst Rd	Nampa	ID	83686	(208) 461-6655	
River City Anytime, LLC	900 N. Hwy 41, Suite 6	Post Falls	ID	83854	(208) 773-5900	
Anytime Fitness Rexburg, LLC	859 S Yellowstone Hwy, Ste 700	Rexburg	ID	83440	(208) 656-9675	
Steven Bingham and Neil H. Bingham	711 Rigby Lake Dr, Ste 110-1	Rigby	ID	83442	(208) 745-0123	
Acrux Investments, LLC	301 Anderson Rd	Shelley	ID	83274	(208) 357-7490	*
McGym, LLC	104 N Bridge St	St. Anthony	ID	83445	(208) 534-9367	
Owyhee Fitness and Recreation, LLC	11221 W Hercules Dr, #105	Star	ID	83669	(208) 286-0943	
Baleo Fitness Idaho LLC	562 Blue Lks Blvd N	Twin Falls	ID	83301	(208) 736-3881	*

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The Master's Holdings, Inc.	474 Orchard St	Antioch	IL	60002	(847) 395-2424	
Derek Tucker	1245 W Dundee Rd	Arlington Heights	IL	60004	(224) 347-2914	*
Michael Lewandowski, Yousef Musleh and Abed Hamdan	1923 W Galena Blvd	Aurora	IL	60506	(331) 300-2180	
WAGIL, LLC	1311 Butterfield Rd	Aurora	IL	60502	(630) 492-1496	
Chicago Sports and Entertainment Group Inc.	2585 Waukegan Rd, Ste B.	Bannockburn	IL	60015	(847) 282-0909	
BARTLETT FITNESS INC.	830 Rte 59	Bartlett	IL	60103	(630) 823-8250	
M & L Growth and Strategy, LLC	305-309 Southtowne Dr	Belvidere	IL	61008	(815) 912-0022	
Khaleel Musa and Saleh Musa	1061 S York Rd	Bensenville	IL	60106	(630) 354-7777	
DECK FIT LLC	1128 W Boughton Rd	Bolingbrook	IL	60440	(630) 863-7432	
Aaron Mullet	109 W John St	Champaign	IL	61820	(217) 417-7169	
A&R Fitness, LLC	4022 N Rockwell St	Chicago	IL	60618	(773) 977-1300	
Baleo Fitness Illinois LLC	5417 N Broadway St	Chicago	IL	60640	(773) 654-3244	
Baleo Fitness Illinois LLC	1346 W Devon Ave	Chicago	IL	60660	(872) 888-8525	
BCBH Ventures, Ltd	9601 S Western Ave	Chicago	IL	60643	(773) 232-1122	*
The Master's Holdings, Inc.	2412 W North Ave	Chicago	IL	60647	(773) 242-9550	
The Master's Holdings, Inc.	1647 W Chicago Ave	Chicago	IL	60622	(773) 696-4141	
S M Enterprises LLC	7516 S. Cass Ave.	Darien	IL	60561	(630) 320-2333	
Al Weininger Investments, LLC	1525 Ellinwood Ave	Des Plaines	IL	60016	(847) 512-5213	
Yousef Musleh and Michael Lewandowski	849 S Elmhurst Rd	Des Plaines	IL	60016	(847) 258-4962	
Bandon Fitness (Texas), Inc.	1323 N Galena Ave	Dixon	IL	61021	(815) 285-4855	
Bandon Fitness (Texas), Inc.	2261 Maple Ave	Downers Grove	IL	60515	(630) 963-4404	
	426 N Center St	Durand	IL	61024	(779) 204-6504	
Zen and Drive Fitness Corporation	140 IL Route 38, Suite B	Elburn	IL	60119	(630) 448-8688	
BCBH Ventures, Ltd.	1020 Summit St, Suite B	Elgin	IL	60120	(224) 339-7339	*
Frankfort Fitness, LLC	21134 S LaGrange Rd	Frankfort	IL	60423	(815) 630-0761	
1858 Fitness LLC	1862 S West Ave	Freeport	IL	61032	(815) 233-4334	
LB Fitness, Inc.	513 Jubilee Lane	Germantown Hills	IL	61548	(309) 383-4999	
Mufeed Musleh	103 E. North Ave	Glendale Heights	IL	60139	(331) 806-3904	
J. Wynsma	18345 S Halsted St	Glenwood	IL	60425	(708) 360-4200	
Livin' Life Fit, LLC	717 E. Diggins St.	Harvard	IL	60033	(815) 943-2407	
Yousef Musleh and Abed Hamdan	18232 S Kedzie Ave	Hazel Crest	IL	60429	(708) 960-4240	*
Chicago Sports and Entertainment Group Highland Park Inc.	1850 2nd Street, Suite 100	Highland Park	IL	60035	(847) 748-0428	
HOFFMAN ESTATES FITNESS INC.	2571 W Golf Rd	Hoffman Estates	IL	60169	(847) 502-2188	
PHILIPPIANS 4:13 LLC	12513 W 159th St	Homer Glen	IL	60491	(708) 300-1230	*
AF of Jacksonville, Inc.	1241 W Morton Ave, Ste 1A	Jacksonville	IL	62650	(217) 479-8000	
True Vitality, LLC	219 Waukegan Road	Lake Bluff	IL	60044	(847) 739-2575	*

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HEALTHYU FITNESS, INC.	9521 Ackman Rd	Lake in the Hills	IL	60156	(224) 900-0569	
ROMANS 8:13 LLC	28972 W. IL Route 120	Lakemoor	IL	60051	(815) 494-2077	
Lemont Fitness, LLC	1232 State St	Lemont	IL	60439	(630) 312-0331	*
Ihsan Musleh and Yousef Musleh	1429 Peterson Rd	Libertyville	IL	60048	(847) 247-1800	
Mario Taylor	716 N. Logan St	Lincoln	IL	62656	(217) 732-1155	
AFLockport, Inc.	420 Summit Dr	Lockport	IL	60441	(815) 905-1225	
Bandon Fitness (Texas), Inc.	338 E North Ave	Lombard	IL	60148	(630) 656-9300	
Livin' Life Fit, LLC	20014 E Grant Hwy	Marengo	IL	60152	(815) 572-2515	
Mary Van Keulen	1317 Memorial Dr	Mendota	IL	61342	(815) 539-8257	
Feras Musleh and Mohammad Musleh	2019 Ridge Road	Minooka	IL	60447	(815) 242-3030	*
Mufeed Musleh	1317 N Wolf Rd	Mt. Prospect	IL	60056	(847) 376.8887	
Starck Fitness, LLC	1271 Rickert Dr	Naperville	IL	60540	(630) 219-4114	
WAGIL, LLC	1550 N Route 59, Ste 120	Naperville	IL	60563	(331) 226-1496	
New Lenox Fitness, Inc.	800 W Laraway Rd	New Lenox	IL	60451	(815) 534-5647	
Michael Wallenberg and Marisa Wallenberg	7900 N Milwaukee Ave	Niles	IL	60714	(847) 430-3132	
Jeffrey Lynn and Michelle Lynn	1710 Bradford Ln, Ste 108 & 109	Normal	IL	61761	(309) 452-9695	
Country Mile, LLC	1147 Oak Street	North Aurora	IL	60542	(630) 326-6700	
LUKE 1:37 LLC	5570 W 159th St	Oak Forest	IL	60452	(708) 897-0534	
AF Jano, Inc	11033 W 179th St	Orland Park	IL	60467	(708) 995-7581	
Chitown Investments, LLC - Oswego Series	2958 US Hwy 34	Oswego	IL	60543	(217) 209-0105	*
Be Fit Management Corp.	2733 Columbus St	Ottawa	IL	61350	(815) 434-7070	
Yousef Musleh and Said Musleh	819 N Quentin Rd	Palatine	IL	60067	(847) 485-8840	
Atterson Fitness, LLC	512 E Jasper St	Paris	IL	61944	(217) 921-3223	
LB Fitness, Inc.	1320 W Commerce Dr, Ste 200	Peoria	IL	61615	(309) 966-4217	
1035 Fitness, Inc.	1035 Shooting Park Rd	Peru	IL	61354	(815) 223-7070	*
AF Plainfield, Inc.	23859 W 135th St	Plainfield	IL	60544	(815) 782-2111	
Can Deux, Inc.	7166 Caton Farm Rd	Plainfield	IL	60586	(815) 733-5172	
Nickel Training LLC	13514 Julie Drive	Poplar Grove	IL	61065	(815) 765-9393	
Levi LaMothe	444 S Main St	Princeton	IL	61356	(815) 915-8378	
KT Quincy, LLC	5321 Oak St	Quincy	IL	62305	(217) 641-3100	*
Derek Tucker	1127 Milwaukee Ave	Riverwoods	IL	60015	(224) 481-2063	*
Bandon Fitness (Texas), Inc.	330 Eagle Dr	Rochelle	IL	61068	(815) 561-6071	
WAGIL, LLC	3256 Kirchoff Road	Rolling Meadows	IL	60008	(847) 957-1496	
James Janetopoulos	54 S Weber Rd	Romeoville	IL	60446	(815) 524-5549	
Anytime Fit Roselle, Inc.	219 Main St	Roselle	IL	60172	(630) 307-0044	
Drew Fitness, Inc.	3425 Drew Ave	Sandwich	IL	60548	(630) 273-2372	*

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Schaumburg Fitness, LLC	1851 W Irving Park Rd	Schaumburg	IL	60193	(847) 284-5197	*
AB Fitness, LLC	1207 Thouvenot Ln.	Shiloh	IL	62269	(618) 222-2721	
DMS Fitness LLC	7010 Carpenter Rd	Skokie	IL	60077	(224) 251-8777	
Village Fitness, LLC	911 E 162nd St	South Holland	IL	60473	(708) 566-9630	
Dan Ishmael	4307 Yucan Dr	Springfield	IL	62707	(217) 679-2490	
J & A Fitness Solutions Inc.	2705 N Dirksen Pkwy	Springfield	IL	62702	(217) 523-1541	
AF Streamwood, Inc.	71-77 E Irving Park Rd	Streamwood	IL	60107	(630) 246-3344	
Connors Fitness, LLC	35 E Park Ave	Sugar Grove	IL	60554	(331) 227-4188	
KR Fitness, LLC	1628 Georgetown Rd	Tilton	IL	61833	(217) 703-1358	
Proverbs 3:5 LLC	17823 80th Ave	Tinley Park	IL	60477	(708) 263-0689	
AF JANO WESTCHESTER INC	3061 S Wolf Rd	Westchester	IL	60154	(708) 483-6148	
AF WHEATON, INC.	1141 E Butterfield Rd	Wheaton	IL	60189	(630) 517-8765	
Bandon Fitness (Texas), Inc.	506 N Elida St	Winnebago	IL	61088	(815) 335-8222	
Country Mile LLC	68 E Schoolhouse Rd	Yorkville	IL	60560	(630) 553-6678	
JT Fitness, LLC	205 W Harcourt Rd	Angola	IN	46703	(260) 665-6666	
Leveret II, LLC	233 N Grandstaff Rd	Auburn	IN	46706	(260) 925-5177	
JBS Fitness LLC	102 Sycamore Ests Dr	Aurora	IN	47001	(812) 926-3655	
Williams Fortitude Fitness LLC	1124 N SR 267	Avon	IN	46123	(317) 272-2082	
IRON2IRON Wellness LLC	50 N State Road 135, Ste D	Bargersville	IN	46106	(317) 422-4766	
Bandon Fitness (Texas), Inc.	10 Bedel Blvd	Batesville	IN	47006	(812) 932-3055	
Bandon Fitness (Texas), Inc.	2643 16th St.	Bedford	IN	47421	(812) 275-3055	
Williams Fortitude Fitness LLC	2894 E 3rd St, Ste 160	Bloomington	IN	47401	(812) 334-7979	
Williams Fortitude Fitness LLC	4264 N Cypress Ln	Bloomington	IN	47404	(812) 558-5444	
STALARE ENTERPRISES LLC	935 Main St	Bluffton	IN	46714	(260) 353-1321	
Bandon Fitness (Texas), Inc.	60 Forest Park Plaza	Brazil	IN	47834	(812) 420-1122	
Williams Fortitude Fitness	124 E Northfield Dr, Ste A	Brownsburg	IN	46112	(317) 852-8888	
Bandon Fitness (Texas), Inc.	10302 Prosperity Cir	Camby	IN	46113	(317) 856-9285	
SQF LLC	110 W Main St, Ste 170	Carmel	IN	46032	(317) 564-8171	
Muayad Musleh	13350 Lincoln Plaza	Cedar Lake	IN	46303	(219) 232-6770	*
Leveret X, LLC	1107 Market St	Charlestown	IN	47111	(812) 256-8463	
Chesterton Fitness, Inc.	757 Indian Boundary Rd, Ste 6	Chesterton	IN	46304	(219) 765-0382	*
Leveret III, LLC	8475 US-33	Churubusco	IN	46723	(260) 286-1200	
Leveret IV, LLC	462 West Plaza Drive	Columbia City	IN	46725	(260) 248-4444	
GITCH FITNESS LLC	1565 N National Rd	Columbus	IN	47201	(812) 372-3488	
JAC Fitness, Inc.	1720 Western Ave.	Connersville	IN	47331	(765) 825-6171	
Country Mile, LLC	1885 Old Hwy 135 NW	Corydon	IN	47112	(812) 225-5544	

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Bandon Fitness (Texas), Inc.	1430 Darlington Ave	Crawfordsville	IN	47933	(765) 307-5552	*
CROWN POINT FITNESS COACHING INC	10645 Broadway	Crown Point	IN	46307	(219) 662-2818	
Rhymer Family Fitness, LLC	1624 Nuttman Avenue	Decatur	IN	46733	(260) 724-3626	
Grady Dale Tuck	1334 15th St	DeMotte	IN	46310	(219) 987-7911	
Dyer Fitness Inc.	262 81st Ave	Dyer	IN	46311	(219) 440-7149	
Muayad Musleh	10107 Mondorf St., Suite B	Dyer	IN	46311	(219) 227-4449	*
Teamworks, Inc.	3684 Hwy 150, Ste 6	Floyds Knobs	IN	47119	(812) 923-2348	
James Casaburo and Rachele Jordan	6520 E State Blvd	Fort Wayne	IN	46815	(260) 240-2400	
Joshua Schmitt	5984 W Jefferson Blvd	Fort Wayne	IN	46804	(260) 436-8680	
Bandon Fitness (Texas), Inc.	2419 E Wabash Street	Frankfort	IN	46041	(765) 601-6161	*
Bandon Fitness (Texas), Inc.	1168 N Main St	Franklin	IN	46131	(317) 736-4377	
Just Move Fitness Inc.	712 W Lincoln Ave	Goshen	IN	46526	(574) 533-3444	
Bandon Fitness (Texas), Inc.	27 Putnam Plaza, Suite A	Greencastle	IN	46135	(765) 630-3176	
Bandon Fitness (Texas), Inc.	1921 Melody Ln	Greenfield	IN	46140	(317) 462-1700	
Bandon Fitness (Texas), Inc.	1807 N Lincoln St	Greensburg	IN	47240	(812) 662-3055	
Bandon Fitness (Texas), Inc.	997 E County Line Rd	Greenwood	IN	46143	(317) 300-1335	
Fit 4 You LLC	1642 Olive Branch Parke Ln	Greenwood	IN	46143	(317) 893-2226	
Grady Dale Tuck	822 Country Sq Plz	Hebron	IN	46341	(219) 996-2911	
DT Zickfit LLC	9632 Cline Ave	Highland	IN	46322	(219) 924-5505	
Muayad Musleh	7878 East Ridge Road	Hobart	IN	46342	(219) 945-3099	
Leveret V, LLC	317 Hauenstein Rd	Huntington	IN	46750	(260) 358-0000	
Mazman LLC	9546 Allisonville Rd	Indianapolis	IN	46250	(317) 577-4348	
PMF LLC	47 S Pennsylvania St, 2nd Fl	Indianapolis	IN	46204	(317) 536-0815	
Thor Fitness, LLC	6935 Lake Plz Dr	Indianapolis	IN	46220	(317) 570-2106	
Williams Fortitude Fitness LLC	5510 Lafayette Rd, #190	Indianapolis	IN	46254	(317) 808-5903	*
Pro-Fit Solutions, LLC	1918 Newton St	Jasper	IN	47549	(812) 482-2209	*
Hoosier Fitness, Inc.	5560 Highway 62	Jeffersonville	IN	47130	(812) 777-4884	*
Country Mile, LLC	2935 S Washington St, Ste 8	Kokomo	IN	46902	(765) 319-0306	
LA PORTE FITNESS LLC	59 Pine Lake Ave	La Porte	IN	46350	(219) 213-5918	*
Santerre Fit LLC	2310 N Lebanon St	Lebanon	IN	46052	(765) 485-2348	
Shamus Hoepfner and Stacy Hoepfner	14550 Amstutz Rd.	Leo	IN	46765	(260) 627-4494	
Lowell East Fitness Inc	1920 E Commercial Ave	Lowell	IN	46356	(219) 696-1277	
Life Changes Fitness Inc.	1107 N Forest Ave	Marion	IN	46952	(765) 664-2222	
Schilling/Pike Investments, Inc.	391 Grand Valley Blvd.	Martinsville	IN	46151	(765) 342-3600	
Mazman LLC	13860 E 96th St	McCordsville	IN	46055	(463) 270-1070	
Merrillville East Fitness, LLC	4831 East Lincoln Highway	Merrillville	IN	46410	(219) 308-2859	*

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Merrillville Fitness, LLC	8119 Taft St	Merrillville	IN	46410	(219) 769-7080	
Michigan City Fitness, LLC	4112 Franklin St	Michigan City	IN	46360	(219) 878-8400	
Joshua Canarini	4150 A Grape Rd	Mishawaka	IN	46545	(574) 318-3002	
Bandon Fitness (Texas), Inc.	914 N Main St	Monticello	IN	47960	(574) 240-2143	
Katherine Huxhold, Jason Huxhold and Austin Bristor	3600 S Chandler Dr	Muncie	IN	47302	(765) 212-2321	
MUNSTER SOUTH FITNESS LLC	821 Main St	Munster	IN	46321	(219) 315-8828	
Bandon Fitness (Texas), Inc.	1713 S Memorial Dr	New Castle	IN	47362	(765) 521-3000	
JJ Fitness Inc.	5971 W US-52	New Palestine	IN	46163	(317) 861-8451	*
AF NEWBURGH, LLC	8887 High Pointe Dr	Newburgh	IN	47630	(812) 853-5855	
Your Fitness LLC	158 W Logan St	Noblesville	IN	46060	(317) 316-3888	
E.L.M Strength LLC	408 W Main St	North Manchester	IN	46962	(260) 306-0071	
Leveret, LLC	620 E Buckeye St	North Vernon	IN	47265	(812) 953-3212	
Bandon Fitness (Texas), Inc.	11915 E Pendleton Pike	Oaklandon	IN	46236	(317) 823-0685	
ALPHA FACTORY FITNESS INC.	907 W Main St	Peru	IN	46970	(765) 472-7004	
Bandon Fitness (Texas), Inc.	1070 W Main St, Ste 125	Plainfield	IN	46168	(317) 203-5312	
ZickFit Portage, Inc.	5884 US Hwy 6	Portage	IN	46368	(219) 734-6362	
Bandon Fitness (Texas), Inc.	496 S College Ave	Rensselaer	IN	47978	(219) 866-3003	
JAC Fitness, Inc.	2500 National Rd W	Richmond	IN	47374	(765) 966-6171	
Bandon Fitness (Texas), Inc.	222 S Main St	Rushville	IN	46173	(765) 938-3055	
Leveret VI, LLC	805 S Main St	Salem	IN	47167	(812) 883-4747	
Muayad Musleh	2151 US 41	Schererville	IN	46375	(219) 227-8895	
Walker Investments and Holdings Inc.	796 White St	Scottsburg	IN	47170	(812) 752-4625	
Leveret IX, LLC	7605 State Rd., Ste. 311	Sellersburg	IN	47172	(812) 248-2224	
Bandon Fitness (Texas), Inc.	840 E Tipton St	Seymour	IN	47274	(812) 680-4639	
Flipper Fitness, LLC	1818-A State Rd 44	Shelbyville	IN	46176	(317) 392-3055	
Bandon Fitness (Texas), Inc.	2222 W Southport Rd	Southport	IN	46217	(317) 885-8385	
YOUCAN2 Inc.	10845 Maple Ln	St. John	IN	46373	(219) 365-2511	*
Atterson Fitness, LLC	320 S 3rd St, Ste A-B	Terre Haute	IN	47807	(812) 917-3776	
Atterson Fitness, LLC	101 S Fruitridge Ave	Terre Haute	IN	47803	(812) 235-8463	*
Atterson Fitness, LLC	4425 S 7th St	Terre Haute	IN	47802	(812) 917-4336	*
Country Mile, LLC	341 W Jefferson St	Tipton	IN	46072	(765) 408-0588	
DT Zickfit LLC	3020 N Calumet Ave	Valparaiso	IN	46383	(219) 242-8799	
FT Fitness Inc.	1361 Morthland Dr, Ste A	Valparaiso	IN	46385	(219) 462-1122	
Country Mile, LLC	1302 N Cass St	Wabash	IN	46992	(260) 274-1900	
Bandon Fitness (Texas), Inc.	101 Cherry Tree Plz	Washington	IN	47501	(812) 254-2200	
Daymon & Associates, LLC	3249 SR-32	Westfield	IN	46074	(317) 867-4567	

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Musleh Fitness Inc.	7954 E 108th Ave	Winfield	IN	46307	(219) 663-6436	
Pro-Fit Solutions, LLC	1570 W Oak St	Zionsville	IN	46077	(317) 733-4333	
JLB Fitness, LLC	215 S 6th St, Ste A	Adel	IA	50003	(515) 993-3333	
247 Fitness, LLC	1502 N Hwy 169	Algona	IA	50511	(515) 341-6821	
Altoona Fitness Center, LLC	160 Adventureland Dr, Ste E	Altoona	IA	50009	(515) 967-9222	
Fette & Jaschke LLC	5820 W Lincoln Way, Ste 103	Ames	IA	50014	(515) 337-1502	
Fette LLC	2505 SW White Birch Dr	Ankeny	IA	50023	(515) 965-4246	
Kirk Jordison and Kelly Jordison	1300 NW 36th St	Ankeny	IA	50023	(515) 965-8844	
J & A Fitness, LLC	1520 E 7th St	Atlantic	IA	50022	(712) 243-8500	
K&KJord, Inc.	1312 S Marshall St	Boone	IA	50036	(515) 432-9400	
OWN Fitness LLC	1205 Hwy 30 W	Carroll	IA	51401	(712) 792-7791	
MDS Fitness, Inc.	806 34th St SE	Cedar Rapids	IA	52403	(319) 550-0216	
MDS Fitness, Inc.	3140 16th Ave SW	Cedar Rapids	IA	52404	(319) 899-7447	
Richard Helm	1137 N Broadway	Council Bluffs	IA	51503	(712) 256-9889	
MDS Fitness Inc.	5260 Northwest Blvd, Ste 4	Davenport	IA	52806	(563) 445-2222	
Country Mile LLC	915 Short St, Ste 185	Decorah	IA	52101	(563) 382-2323	
Salus, LLC	509 Hwy 39	Denison	IA	51442	(712) 263-3488	
A.L. Edge, LLC	5921 SE 14th St	Des Moines	IA	50320	(515) 287-0066	
Downtown Fitness Center, LLC	300 W Martin Luther King Jr. Pkwy	Des Moines	IA	50309	(515) 288-0151	
TS Fitness, Inc.	2815 Beaver Ave, Ste 206	Des Moines	IA	50310	(515) 274-2100	
Jenny Wellness, LLC	2255 John F. Kennedy Rd.	Dubuque	IA	52002	(563) 845-7779	
Jack Von Bank	2508 Central Ave	Estherville	IA	51334	(712) 362-1348	
Investments in Health, LLC	16 N 29th St	Fort Dodge	IA	50501	(515) 576-1348	
TKO FITNESS LLC	1207 S Locust St	Glenwood	IA	51534	(712) 527-9800	
Kirk Jordison and Joseph Nguyen	255 SW Brookside Dr	Grimes	IA	50111	(515) 300-9262	
Country Mile LLC	105 W St S, Ste A	Grinnell	IA	50112	(641) 236-5200	
Travis Salter	255 Robins Rd	Hiawatha	IA	52233	(319) 289-8008	
Story County Fitness LLC	700 US-69	Huxley	IA	50124	(515) 597-4766	
BW Fitness, LLC	402 N Jefferson Way	Indianola	IA	50125	(515) 961-8848	
MDS Fitness, Inc.	458 Hwy 1 W	Iowa City	IA	52246	(319) 337-3100	
MDS Fitness, Inc.	613 Eastbury Drive	Iowa City	IA	52245	(319) 338-2447	
K&KJORD, INC.	8805 Chambery Blvd	Johnston	IA	50131	(515) 334-3488	
Riley Fitness, LLC	123 Blvd Rd	Keokuk	IA	52632	(319) 524-3044	
D n L Investments Inc.	213 Roche St	Knoxville	IA	50138	(641) 842-2447	
Salus, LLC	983 Hawkeye Ave SW, Bay #8	Le Mars	IA	51031	(712) 548-4445	
MDS Fitness, Inc.	501 7th Ave	Marion	IA	52302	(319) 373-2747	

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Outzen Enterprises LLC	700 N Grand Ave	Mt. Pleasant	IA	52641	(319) 385-2033	
724 x 2, LLC	1903 Park Ave	Muscatine	IA	52761	(563) 263-3488	
The Iron Smith, LLC	1818 Fawcett Pkwy	Nevada	IA	50201	(515) 382-2424	
R Fitness, Inc.	1707 1st Ave E	Newton	IA	50208	(641) 792-3880	
MDS Fitness, Inc.	650 Community Dr, Ste A	North Liberty	IA	52317	(319) 459-1558	
WIN Fitness, Inc.	1101 Chatham Ave	Norwalk	IA	50211	(515) 953-0004	
Country Mile, LLC	209 Cornerstone Dr	Oskaloosa	IA	52577	(641) 673-5560	
Country Mile LLC	852 Quincy Ave	Ottumwa	IA	52501	(641) 684-6606	
AT Pella, Inc.	819 Broadway St	Pella	IA	50219	(641) 628-3488	
Dave Ringgenberg	4490 E University Ave	Pleasant Hill	IA	50327	(515) 266-6040	
AFPC Group, LLC	407 W. Bridge Point Rd., Suites 3-6	Polk City	IA	50226	(515) 528-1262	
Salus, LLC	4700 Morningside Ave.	Sioux City	IA	51106	(712) 224-2475	
Salus, LLC	504 Grand Ave	Spencer	IA	51301	(712) 580-3788	
Salus, LLC	1231 Lake Ave.	Storm Lake	IA	50588	(712) 213-2470	
Country Mile LLC	106 Hwy 30	Toledo	IA	52342	(641) 484-5515	
AFURB GROUP, LLC	8405 Hickman Rd	Urbandale	IA	50322	(515) 331-3600	
Salus, LLC	1150 Flammang Dr., Ste. 100	Waterloo	IA	50702	(319) 232-4200	
R Fitness, Inc.	790 Alice's Rd	Waukee	IA	50263	(515) 987-6543	
Justin Elefson	13435 University Ave, Suite 400	West Des Moines	IA	50325	(515) 440-2348	
Nicholas Rude and Kesley Rude	7450 Bridgewood Blvd, Ste 225	West Des Moines	IA	50266	(515) 444-9557	
NEIA Fitness, LLC	313 Hwy 150 N	West Union	IA	52175	(563) 422-3100	
Bandon Fitness (Texas), Inc.	2127 N Summit St	Arkansas City	KS	67005	(620) 307-6566	
Blue Star Investments, LLC	620 S 130th St	Bonner Springs	KS	66012	(913) 745-5746	
Bandon Fitness (Texas), Inc.	2203 Central Ave	Dodge City	KS	67801	(620) 225-3303	
Great Bend Fitness LLC	3721 10th St.	Great Bend	KS	67530	(620) 793-8700	
Blue Star Investments, LLC	10940 Parallel Pkwy, Ste P	Kansas City	KS	66109	(913) 400-7156	
K7 Fitness, LLC	712 1st Terrace	Lansing	KS	66043	(913) 364-4455	
Resurrection Fitness LLC	13154 Stateline Rd	Leawood	KS	66209	(913) 222-8080	
ABG Enterprises, LLC	1473 E 151st St	Olathe	KS	66062	(913) 971-4060	
Blue Star Investments, LLC	1251 W Harold St	Olathe	KS	66061	(913) 210-0851	
Brookridge Fitness LLC	8809 W 95th St	Overland Park	KS	66212	(913) 871-7461	*
Dad Bods LLC	14820 Metcalf Ave	Overland Park	KS	66223	(913) 222-8082	
OP Fitness 913 LLC	7620 Metcalf Ave	Overland Park	KS	66204	(913) 648-9474	
Valhalla Fitness LLC	215 S Maize Rd	Wichita	KS	67209	(316) 260-1254	
Tim and Lisa Nowaskie	131 Pkwy Dr	Bardstown	KY	40004	(502) 348-2348	
Atkins 5 Fitness, LLC	164 Iron Skillet Ct	Bowling Green	KY	42104	(270) 904-8329	

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All About Fitness, LLC	6400 Crestwood Station	Crestwood	KY	40014	(502) 912-9348	
Bandon Fitness (Texas), Inc.	1425 Nashville Rd	Franklin	KY	42134	(270) 925-0149	
JR Fitness, LLC	1920 Declaration Dr	Independence	KY	41051	(859) 359-5336	
All About Fitness, LLC	12613 Taylorsville Rd	Louisville	KY	40299	(502) 290-8998	
J.T. Fitness, LLC	5406 Antle Dr, Ste 107	Louisville	KY	40229	(502) 797-2348	
Victory Health and Fitness, LLC	9902 Linn Station Rd	Louisville	KY	40223	(502) 200-8828	*
Bandon Fitness (Texas), Inc.	737 N Mount Washington Bypass	Mount Washington	KY	40047	(502) 538-0207	
Anthony Skinner and Laura Skinner	2234 Martin Luther King Jr. Blvd	Paris	KY	40361	(859) 340-8463	
Robert Padgett	192 Frankfort Rd	Shelbyville	KY	40065	(502) 633-4600	
Ing Properties LLC	543 Taylorsville Rd	Taylorsville	KY	40071	(502) 808-0100	
Stratford Fitness LLC	3015 Veterans Memorial Dr	Abbeville	LA	70510	(337) 385-2812	
Benton Fitness LLC	19115 Florida Blvd	Albany	LA	70711	(225) 567-2626	
Bandon Fitness (Texas), Inc.	6501 Coliseum Blvd, Stes 100-200	Alexandria	LA	71303	(318) 769-1844	
GET FIT ALGIERS, LLC	5163 General Degaulle, Suites G, H, I & J	Algiers	LA	70131	(504) 394-0086	
T & V Fitness LLC	114 W Chestnut St	Amite	LA	70422	(985) 747-2202	*
Chris Rumsey and Simon Gray	1812 E Madison Ave	Bastrop	LA	71220	(318) 281-4118	
Bandon Fitness (Texas), Inc.	11231 Lovett Rd	Baton Rouge	LA	70818	(225) 456-5156	
Blue Star Investments, LLC	7350 Jefferson Hwy, Ste 470	Baton Rouge	LA	70806	(225) 930-9988	
Hamer Fitness LLC	200 Government St	Baton Rouge	LA	70802	(225) 636-2632	*
Highland Fitness, LLC	13711 Coursey Blvd	Baton Rouge	LA	70817	(225) 246-2092	
Highland Fitness, LLC	8827 Highland Rd	Baton Rouge	LA	70808	(225) 766-9066	
Lonnie Young	8126 LA-23	Belle Chasse	LA	70037	(504) 571-5040	
Hudson & Associates, LLC	185 Burt Blvd	Benton	LA	71006	(318) 965-0159	
Bandon Fitness (Texas), Inc.	5390 Barksdale Blvd	Bossier City	LA	71112	(318) 746-1886	
Bandon Fitness (Texas), Inc.	2091 Stockwell Rd	Bossier City	LA	71111	(318) 752-6650	
Justin Seaton	3011 Airline Dr, Stes B-C	Bossier City	LA	71111	(318) 562-3472	
TATUM FITNESS, L.L.C.	5212 Airline Dr, Ste E	Bossier City	LA	71111	(318) 549-1247	
AF of Scott, LLC	1880 Rees St	Breaux Bridge	LA	70517	(337) 442-6558	
Stratford Fitness LLC	156 Heritage Pkwy	Broussard	LA	70518	(337) 856-1711	
G&R Fitness, LLC	1221 NW Main St	Bunkie	LA	71322	(318) 295-4145	
Fit Investments, LLC	989 Hwy 80 E	Calhoun	LA	71225	(318) 599-8003	
Blue Star Investments, LLC	115 Derek Plaza Dr, Ste 105	Carencro	LA	70520	(337) 565-2626	
Southern Oak Enterprises, LLC	219-E S Main St	Church Point	LA	70525	(337) 684-0045	
350ORIOLE LLC	70325 SR 1077, Ste 1D	Covington	LA	70433	(985) 845-1926	
Reilly Fitness, Inc.	1205 Village Walk	Covington	LA	70433	(985) 809-0099	
TBMM Holdings, LLC	1506 N Parkerson Ave	Crowley	LA	70526	(337) 250-4675	

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Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
MJWREN Group LLC	14057 E Main St	Cut Off	LA	70345	(985) 693-5533	
Stansbury & Company, LLC	407 Depot St	Delhi	LA	71232	(318) 878-3804	
B&D FITNESS LLC	32350 Hwy 16, Bldg N	Denham Springs	LA	70706	(225) 667-1077	
Health Interests, LLC	25550 Juban Rd	Denham Springs	LA	70726	(225) 243-5500	
AF Destrehan, LLC	1955 Ormond Blvd, Suite F	Destrehan	LA	70047	(985) 307-1425	
Murphy Fitness, LLC	2270 Business Park Blvd	Donaldsonville	LA	70346	(225) 725-4072	
Bandon Fitness (Texas), Inc.	1516 Hwy 190, Ste G	Eunice	LA	70535	(337) 457-7000	
Fitness365, LLC	1006 Sterlington Hwy	Farmerville	LA	71241	(318) 368-8083	
Folsom Fitness, LLC	82205 Orange St	Folsom	LA	70437	(985) 796-1050	
Stratford Fitness LLC	1812 Main St	Franklin	LA	70538	(337) 907-6600	
Bandon Fitness (Texas), Inc.	1719 Washington St	Franklinton	LA	70438	(985) 322-2099	
ANYTIME FITNESS GONZALES LLC	13091 Airline Hwy	Gonzales	LA	70737	(225) 644-5364	
Murphy Fitness, LLC	3228 S Burnside Ave	Gonzales	LA	70737	(225) 647-7750	
Nicholas Riley and Chantel Brignac	1732 Deroche Cir	Gramercy	LA	70052	(225) 869-3484	
NOLA FIT CLUB 2, INC.	1729 Lafayette St, Ste 100	Gretna	LA	70053	(504) 218-5104	
DUKENHEIMER LLC	7335 Jefferson Hwy	Harahan	LA	70123	(504) 305-3395	
Bandon Fitness (Texas), Inc.	4800 Hwy. 80	Haughton	LA	71037	(318) 949-4004	
Bandon Fitness (Texas), Inc.	1128 Grand Caillou Rd	Houma	LA	70363	(985) 872-0852	
TBMM Holdings II, LLC	214 S Thompson St	Iowa	LA	70647	(337) 582-1386	
Bandon Fitness (Texas), Inc.	1210 Elton Rd	Jennings	LA	70546	(337) 821-1002	
Rumsey & Fuselier Fitness, LLC	914 Pershing Hwy	Jonesboro	LA	71251	(318) 259-7661	
Relentless Phit LLC	207 Veterans Memorial Dr	Kaplan	LA	70548	(337) 643-7021	
Blue Star Investments, LLC	607 Belle Terre Blvd	La Place	LA	70068	(985) 359-3482	
Bandon Fitness (Texas), Inc.	505 West Pont Des Mounon Rd	Lafayette	LA	70507	(337) 706-7390	
Blue Star Investments, LLC	4517 Johnston St	Lafayette	LA	70503	(337) 988-8350	
Hebert-Minor Fitness & Health Services, LLC	3524 Kaliste Saloom Rd	Lafayette	LA	70508	(337) 988-9348	
Lonnie Young	2512 Jean Lafitte Blvd	Lafitte	LA	70067	(504) 609-0589	
Joseph Bourque and Trent Mere	4740 Nelson Rd, Ste 110	Lake Charles	LA	70605	(337) 944-0770	
Spence & Fuselier Fitness, LLC	1772 S 5th St	Leesville	LA	71446	(337) 239-3222	
Hamer Fitness LLC	29526 Frost Rd	Livingston	LA	70754	(225) 686-1178	
Bandon Fitness (Texas), Inc.	12225 US 90, Suite G	Luling	LA	70070	(985) 308-1360	
Always Hungry LLC	4624 SR-22	Mandeville	LA	70471	(985) 845-1511	
Blue Star Investments, LLC	1705 Hwy 59	Mandeville	LA	70448	(985) 674-3100	
G&R Fitness, L.L.C.	812 Tunica Dr E	Marksville	LA	71351	(318) 240-8010	
GET FIT MARRERO, LLC	1625 Barataria Blvd	Marrero	LA	70072	(504) 605-1200	*
Lonnie Young	3176 Barataria Blvd, Suite A	Marrero	LA	70072	(504) 267-0856	

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Bandon Fitness (Texas), Inc.	12713 Water Way Dr	Maurepas	LA	70449	(225) 675-8000	
Stratford Fitness LLC	8905 Maurice Ave.	Maurice	LA	70555	(337) 898-3653	
Clifton Melerine	3201 E Judge Perez Dr, Stes 107, 108, 109	Meraux	LA	70075	(504) 281-2568	
Bandon Fitness (Texas), Inc.	5200 Veterans Hwy, Ste 101	Metairie	LA	70006	(504) 218-4814	
BillyFitness LLC	1121, 1123, 1125 Homer Rd	Minden	LA	71055	(318) 299-3800	
Fit Investments, LLC	2309 Oliver Rd	Monroe	LA	71201	(318) 322-4005	
Fit Investments, LLC	7836 Desiard St	Monroe	LA	71203	(318) 998-3583	
Franchise Fitness, LLC	1201 Hwy 90 E, Ste 102	Morgan City	LA	70380	(985) 221-6021	
Franchise Fitness, LLC	1340 Elm St., Ste. 100	Morgan City	LA	70380	(985) 384-7426	
Eric Guillot	277 Hwy. 171 N., Ste. 5, 6 and 7	Moss Bluff	LA	70611	(337) 855-2777	
Three Monkeys Fitness, LLC	507 Jefferson Terrace Blvd	New Iberia	LA	70560	(337) 256-8609	
Anthony H. Fortier-Bensen, LLC	4600 Freret St	New Orleans	LA	70115	(504) 899-2111	
Blue Star Investments, LLC	125 Allen Toussaint Blvd	New Orleans	LA	70124	(504) 286-7667	
Bywater Fitness, LLC	3817 Chartres St	New Orleans	LA	70117	(504) 309-0011	*
GET FIT GENTILLY, LLC	2141 Caton St	New Orleans	LA	70122	(504) 309-9304	
GET FIT NOLA, LLC	1811 Rousseau St	New Orleans	LA	70130	(504) 524-8006	
Johnnie Adolph	5941 Bullard Ave, Ste. 1-3	New Orleans	LA	70128	(504) 244-0088	
NOLA Fit Club, Inc.	4900 Canal St	New Orleans	LA	70119	(504) 373-5659	
Red Lucy LLC	1536 S Union St, Ste B	Opelousas	LA	70570	(337) 678-1314	
Fuselier Fitness, LLC	64724 SR-41	Pearl River	LA	70452	(985) 250-9416	
Bandon Fitness (Texas), Inc.	3800 Hwy 165, Ste A	Pineville	LA	71360	(318) 640-5380	
Bandon Fitness (Texas), Inc.	58010 Main St	Plaquemine	LA	70764	(337) 371-1997	*
FITNESS QUEST INC.	115 Berryland Shopping Center	Ponchatoula	LA	70454	(985) 386-3444	*
Thornhill Brothers Fitness, LLC	702 N. Lobdell Hwy.	Port Allen	LA	70767	(225) 636-2044	
Dutchtown Fitness, LLC	36533 C Braud Rd	Prairieville	LA	70769	(225) 744-4966	
Prairieville Fitness, LLC	17900 Airline Hwy	Prairieville	LA	70769	(225) 744-3002	
Bandon Fitness (Texas), Inc.	4882 LA-1	Raceland	LA	70394	(985) 242-2504	
Blue Star Investments, LLC	1401 The Blvd	Rayne	LA	70578	(337) 393-2450	
Stansbury & Company, LLC	103 Jasper St	Rayville	LA	71269	(318) 728-8616	
Engert & Fuselier Investments, LLC	44200 LA-445	Robert	LA	70455	(985) 662-3732	
Hummel Fitness, LLC	1223 Goodwin Rd	Ruston	LA	71270	(318) 255-1200	
AF of Scott, LLC	101 Park West Dr	Scott	LA	70583	(337) 706-8221	
AAROWHEAD FITNESS SOUTHERN LOOP LLC	1931 Southern Loop	Shreveport	LA	71106	(318) 703-3990	
Bandon Fitness (Texas), Inc.	9315 Mansfield Rd	Shreveport	LA	71118	(318) 688-5900	
Fuselier Fitness, LLC	5795 N Market St	Shreveport	LA	71107	(318) 965-7700	
New Life Fitness2, LLC	6259 Westport Ave, Ste 100	Shreveport	LA	71129	(318) 603-1348	

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Shreveport Family Fitness, LLC	9250 Ellerbe Rd	Shreveport	LA	71106	(318) 865-5115	
Van Enterprises Group LLC	855 Pierremont Rd, Ste 142	Shreveport	LA	71106	(318) 606-5159	
Brian Walker and Charles Walker Jr	544 Robert Blvd	Slidell	LA	70458	(985) 288-5748	
Blue Star Investments, LLC	5357 Live Oak Center Drive	St. Francisville	LA	70775	(225) 535-8100	
Fitfam2, LLC	745 Hwy 30, Bldg. 2 Suites A-F	St. Gabriel	LA	70776	(225) 319-7700	
Craig Prosper and David Theriot	2230 N Main Hwy	St. Martinville	LA	70582	(337) 394-3488	
Michael Mantilla and Priscilla Mantilla	151 Almedia Rd	St. Rose	LA	70087	(504) 336-4434	
Aimee Hayward	8950 Hwy. 165 N., Ste. A	Sterlington	LA	71280	(318) 387-7233	
Genesis Fitness, LLC	4974 Hwy 3276, Ste A	Stonewall	LA	71078	(318) 775-5474	
T&R Fitness5345 LLC	333 N Cities Service Hwy	Sulphur	LA	70663	(337) 625-6840	
Anytime Fit of Thibodaux, LLC	127 Laura Dr.	Thibodaux	LA	70301	(985) 447-7770	
Bandon Fitness (Texas), Inc.	921 E Lasalle St	Ville Platte	LA	70586	(337) 363-1468	
Bandon Fitness (Texas), Inc.	28799 Walker S Rd	Walker	LA	70785	(225) 664-4700	
Fit Investments, LLC	2419 N 7th St	West Monroe	LA	71291	(318) 396-6966	
Fit Investments, LLC	5600 Cypress St.	West Monroe	LA	71291	(318) 396-9129	
Blue Star Investments, LLC	1700 Chemin Metairie Pkwy, Suite 603	Youngsville	LA	70592	(337) 857-5060	
Bandon Fitness (Texas), Inc.	2220 Church St.	Zachary	LA	70791	(225) 654-5577	
Naptown Elite Fitness, LLC	1550 Whitehall Rd.	Annapolis	MD	21409	(443) 781-4343	
Ballenger Creek Fitness LLC	5850 Ballenger Crk Pike	Ballenger Creek	MD	21703	(301) 732-4500	
Troutman Enterprise LLC	5 Bel Air S Pwy, Ste 1401	Bel Air	MD	21015	(410) 569-0009	
Troutman Fitness LLC	1206 Agora Dr.	Bel Air	MD	21014	(410) 838-8253	
AF Clinton Inc.	9130 Piscataway Rd	Clinton	MD	20735	(301) 868-4560	
Roy Cox and Nadine Turner	6935 Oakland Mills Rd	Columbia	MD	21045	(667) 200-0333	*
Double R Fitness, LLC	9815 Main St	Damascus	MD	20872	(301) 253-2400	
JBRFITNESS, LLC and Steve Zumbrun	2315 Belair Rd	Fallston	MD	21047	(443) 299-6440	
NXS Fitness, LLC	6077 Spring Rdg. Pkwy.	Frederick	MD	21701	(301) 378-2906	
Shawnee Inc.	2405 Whittier Dr	Frederick	MD	21702	(301) 668-2348	
Anthony Zirrolli	11850 W Market Place	Fulton	MD	20759	(443) 583-0055	
Mayer Fitness LLC	18319 Leaman Farm Rd.	Germantown	MD	20874	(301) 515-4040	
Fitness Forge LLC	19405 Emerald Square, Suite 1500	Hagerstown	MD	21742	(301) 302-0580	
Rewards Health & Fitness, LLC and Jasdeep Warren	4265 Howard Ave	Kensington	MD	20895	(240) 242-3053	
Nursery Fitness, LLC	810 Nursery Rd	Linthicum	MD	21090	(410) 609-0106	
Chesapeake Fitness Group LLC	672 Old Mill Road, , Suite M	Millersville	MD	21108	(410) 800-7924	
Poolesville Fitness & Health, LLC	19942 Fisher Ave	Poolesville	MD	20837	(240) 489-3214	
Stratford Fitness LLC	14630 York Rd	Sparks	MD	21152	(443) 595-8051	
NXS Fitness, LLC	520 E Baltimore St	Taneytown	MD	21787	(240) 397-9580	

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George Puvel	130 Frederick Rd	Thurmont	MD	21788	(301) 271-0077	
Stratford Fitness LLC	55 W Aylesbury Rd, Ste A	Timonium	MD	21093	(410) 308-2348	
MUT, LLC	410 Meadow Creek Dr	Westminster	MD	21158	(443) 241-9131	*
AF Northgate LLC	91 Auburn St	Portland	ME	04103	(207) 878-2008	
AF SoPo LLC	180 Waterman Dr	South Portland	ME	04106	(207) 699-2886	
Denali Parnters, Inc.	100 Powder Mill Rd	Acton	MA	01720	(978) 461-2800	
Anderson Huang	309 Pond St	Ashland	MA	01721	(508) 881-4900	
ING Fitness, Inc.	227 B Washington St, Rte 1	Attleboro	MA	02703	(508) 316-3885	
T & J Corporation	619 Southbridge St.	Auburn	MA	01501	(508) 407-8440	
Pals Fitness, LLC	35 Turkey Hill Rd Rt 21, Suite 101	Belchertown	MA	01007	(413) 323-7150	
West Elm Ventures, LLC	25 Washington St	Canton	MA	02021	(781) 302-6955	*
Brian Cassidy	100 N Main St	Carver	MA	02330	(508) 465-0468	
AF CLINTON LLC	300A High St.	Clinton	MA	01510	(978) 612-0022	
HRJ, LLC	5-D State Rd	Dartmouth	MA	02740	(774) 300-3700	*
STR LLC	20 Andrews Pkwy	Devens	MA	01434	(978) 772-0722	
JJEC Fitness, LLC	225 Bedford Street	East Bridgewater	MA	02333	(508) 456-4046	
JJEC Fitness, LLC	25 Washington St	Easton	MA	02356	(508) 219-5941	
Rock Haven Ventures LLC	19 Temple St	Framingham	MA	01702	(508) 405-1300	
HRJ2, LLC	1 Chace Rd	Freetown	MA	02717	(774) 855-5200	*
RHV AF Grafton LLC	100 Worcester St.	Grafton	MA	01536	(508) 839-0084	
Movement for Life Fitness LLC	536 Main St	Groton	MA	01450	(978) 448-6720	
P.A.L.S. Fitness, LLC	458 Russell St, Ste 1	Hadley	MA	01035	(413) 570-7070	
Stephen Scott Bothfeld	1070 Iyannough Rd	Hyannis	MA	02601	(508) 778-5525	
Jake Pylant	187 Summer St	Kingston	MA	02364	(781) 585-0444	
VFIT LLC	771 Boston Post Rd E	Marlborough	MA	01752	(508) 658-9090	
JJEC Fitness, LLC	681 Falmouth Rd	Mashpee	MA	02649	(508) 477-7872	
Denali Partners Inc	52 Nason St	Maynard	MA	01754	(978) 938-4855	
Medway Fitness, Inc.	106 Main St	Medway	MA	02053	(508) 533-3100	
Mark Sinclair Fitness, Inc.	462 Main St.	Melrose	MA	02176	(339) 293-4076	
Anderson Huang	10010-P Shops Way	Northborough	MA	01532	(508) 654-0057	
Rock Haven Ventures, LLC	111 Lenox St	Norwood	MA	02062	(781) 667-3191	
JJEC Fitness, LLC	166 Church St	Pembroke	MA	02359	(781) 924-1209	
Rock Haven Ventures LLC	13 Taunton St, Ste 3	Plainville	MA	02762	(508) 316-0191	
Brian Cassidy	138 Industrial Park Rd	Plymouth	MA	02360	(508) 747-7677	
Matthew Gulino and Christopher Charron	475 Hancock St	Quincy	MA	02171	(617) 472-2447	
KJ23 Fitness LLC	181 Highland Ave, Suite C	Seekonk	MA	02771	(774) 229-4411	

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Jeffrey Swanson	15 College Hwy	Southampton	MA	01073	(413) 264-1760	
Rock Haven Ventures, LLC	479 E Main St	Southbridge	MA	01550	(774) 402-8300	
Gary Riello and Ed O'Toole	64 Worcester-Providence Turnpike	Sutton	MA	01509	(508) 762-1241	
George Basbanes	315 Middlesex Rd, Units 6 & 7	Tyngsboro	MA	01879	(978) 649-6537	
Chris Charron	158 N Main St	Uxbridge	MA	01569	(508) 278-2424	
P.A.L.S. Fitness, LLC	415 E Main St	Westfield	MA	01085	(413) 579-5364	
Fastwitch Fitness Club LLC	386 Shrewsbury St	Worcester	MA	01604	(508) 796-5941	
Country Mile, LLC	1099 Saint Claire River Dr	Algonac	MI	48001	(810) 512-4224	
AF ANN ARBOR LLC	2744 Jackson Rd	Ann Arbor	MI	48103	(734) 720-3012	
M & J Health Club, LLC	3393 Plymouth Rd, Ste D	Ann Arbor	MI	48105	(734) 418-3338	
AF Belleville LLC	11780 Belleville Rd	Belleville	MI	48111	(734) 325 2809	
PAUL VANCE FITNESS LLC	3144 12 Mile Rd	Berkley	MI	48072	(248) 629-7745	
AWESOME FACTORY LLC	101 Brookside Ln, Ste G	Brighton	MI	48116	(810) 227-3300	
AF BROOKLYN LLC	250 S Main St, Unit 7-8	Brooklyn	MI	49230	(517) 592-3999	
J & S FITNESS, LLC	23796 W Rd	Brownstown Township	MI	48183	(734) 675-2447	
Kimberly Lee and James Lee	2101 Plett Rd	Cadillac	MI	49601	(231) 846-2027	
AF CANTON LLC	8501 N Lilley Rd	Canton	MI	48187	(734) 254-9191	
AF Chelsea LLC	1030 S Main St	Chelsea	MI	48118	(734) 433-3333	
Chesterfield AF LLC	27653 23 Mile Rd	Chesterfield	MI	48051	(586) 949-0100	
Matthew Shango	7113 Dixie Hwy	Clarkston	MI	48346	(248) 922-7632	*
MDS Fitness Inc.	9685 Dixie Hwy	Clarkston	MI	48348	(248) 625-3002	
Clinton Township AF LLC	15222 Canal Rd	Clinton Township	MI	48038	(586) 948-9910	
Britt's Fitness, LLC	355 S Willowbrook Rd	Coldwater	MI	49036	(517) 317-1035	
Ken Konieczka	622 N State Rd	Davison	MI	48423	(810) 653-1981	
JED FITNESS ENTERPRISE, LLC	26334 Ford Rd	Dearborn Heights	MI	48127	(313) 444-1175	
Country Mile, LLC	7050 Dexter Ann Arbor Rd, Units 500 & 600	Dexter	MI	48130	(734) 808-4348	
MDS Fitness-Durand, LLC	8753 Monroe Rd	Durand	MI	48429	(989) 319-4478	
NP Fitness, LLC	16820 Chandler Rd, Ste 109	East Lansing	MI	48823	(517) 333-8383	
401-U L.L.C.	322 N Lincoln Rd, Ste 4	Escanaba	MI	49829	(906) 233-0000	
KGT HOLDINGS, LLC	22078 Farmington Rd	Farmington	MI	48336	(248) 479-6500	
MKTRAINING LLC	37592 W 12 Mile Rd	Farmington Hills	MI	48331	(248) 553-1912	
JoJo Industries, LLC	1145 N Leroy St	Fenton	MI	48430	(810) 215-1089	
Ferlito Fitness Ferndale LLC	22861 Woodward Ave	Ferndale	MI	48220	(248) 291-6645	
Ronald Brink and David Michalak	24619 Gibraltar Rd	Flat Rock	MI	48134	(734) 782-3482	
Fraser AF LLC	31887 Utica Rd.	Fraser	MI	48026	(586) 285-1404	
Country Mile, LLC	1224 W Main St	Fremont	MI	49412	(231) 924-7701	

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Genesee Fitness, LLC	7441 N Genesee Rd	Genesee	MI	48437	(810) 640-7923	
MDS FITNESS--GRAND BLANC #1, LLC	10293 S Saginaw Rd	Grand Blanc	MI	48439	(810) 694-6003	
MDS FITNESS--GRAND BLANC #2, LLC	2241 E Hill Rd	Grand Blanc	MI	48439	(810) 694-7800	
A & A Anytime, Inc.	48 E Stephenson Ave	Gwinn	MI	49841	(906) 346-2525	*
Gratitude Fitness, LLC	1001 M-28 E	Harvey	MI	49855	(906) 249-9800	
MDS Fitness Inc.	2119 Haslett Rd, Ste C-D	Haslett	MI	48840	(517) 977-1444	
Brett Boyd and Tyson Carpenter	210 West Carleton Rd, Ste A	Hillsdale	MI	49242	(517) 439-2407	
DSM Fitness, LLC	977 Butternut Dr, Ste 16	Holland	MI	49424	(616) 796-8700	
Country Mile, LLC	980 Highland Rd, Suites G-J, Howell, MI 48843	Howell	MI	48843	(517) 540-1552	
Country Mile, LLC	1812 Old US 23	Howell	MI	48843	(810) 632-0022	
MDS Fitness--Imley City, LLC	1847 Cedar St.	Imley City	MI	48444	(810) 721-1988	
401-U L.L.C.	1078 S Stephenson Ave	Iron Mountain	MI	49801	(906) 774-0000	
A & A Anytime, Inc.	130 N Pansy St	Ishpeming	MI	49849	(906) 485-4502	*
AF Jackson LLC	4010 Page Ave	Jackson	MI	49254	(517) 748-9351	
AF Jackson West LLC	916-966 N West Ave	Jackson	MI	49202	(517) 743-4004	
AJB Fitness LLC	6980 Stadium Dr	Kalamazoo	MI	49009	(269) 365-9855	
AF Lake Orion LLC	3603, 3607 & 3611 South Baldwin Rd	Lake Orion	MI	48359	(248) 499-9425	
Bedford Fitness LLC	7300 Secor Rd., Ste. 4B	Lambertville	MI	48144	(734) 568-6000	
MDS Fitness--Lapeer, LLC	700 S. Main St, Ste 120 C	Lapeer	MI	48446	(810) 246-5500	
Vincent Rotondo and Patrick Strausbaugh	15986 Middlebelt Rd	Livonia	MI	48154	(734) 469-4757	
SJ MACOMB II, INC.	16336 26 Mile Rd	Macomb	MI	48042	(586) 232-4905	
Vincent Rotondo and Patrick Strausbaugh	48812-48816 Romeo Plank	Macomb	MI	48044	(586) 267-5613	*
D and J Fitness Inc	32340 N Campbell Rd	Madison Heights	MI	48071	(248) 588-1020	
401-U L.L.C.	1175 W Washington St	Marquette	MI	49855	(906) 226-6000	
AF Spring Arbor LLC	106 Redfield Plaza, Ste D	Marshall	MI	49068	(269) 558-4585	
Shaymle, Inc.	3270 Gratiot Ave	Marysville	MI	48040	(810) 937-5974	
Meek Enterprises, Inc.	56098 S Main St	Mattawan	MI	49071	(269) 944-9199	
AF MONROE LLC	1267 N Telegraph Rd	Monroe	MI	48162	(734) 754-0743	
IIF, Inc.	51400 County Line Rd	New Baltimore	MI	48047	(586) 716-3449	
DSM2 Fitness LLC	47980 Grand River Ave	Novi	MI	48374	(248) 348-8080	
WWAL Fitness, Inc	400 River St	Ontonagon	MI	49953	(906) 884-4348	
Ortonville Fitness, LLC	250 N Ortonville Rd	Ortonville	MI	48462	(248) 627-4800	
Clinton J. Scollard and Aimee D. Perrin-Scollard	2170 Anderson Rd, Ste 120	Petoskey	MI	49770	(231) 348-2500	
David Dusseau	9500 Chilson Cir	Pinckney	MI	48169	(810) 231-9550	
WARRIOR LIFE FITNESS LLC	149 N Perry St	Pontiac	MI	48342	(248) 332-2833	
ASH FITNESS, LLC	283 W Centre Ave	Portage	MI	49024	(269) 626-6820	

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(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
Country Mile, LLC	67200 Gratiot Ave	Richmond	MI	48062	(586) 430-1526	
401-U L.L.C.	4422 I-75 Business Spur	Sault Ste. Marie	MI	49783	(906) 253-0000	
Vincent Rotondo and Patrick Strausbaugh	2079 25 Mile Rd	Shelby Charter Township	MI	48316	(248) 963-2947	*
James Cox, Suzanne Cox, Sheryl Cox and Paul Cox	20758 Pontiac Tr	South Lyon	MI	48178	(248) 573-7730	
Landon Brink and David Michalak	15345 Dix-Toledo Rd	Southgate	MI	48195	(734) 250-7531	
DD Mind Body Health LLC	24040 Harper Ave	St. Clair Shores	MI	48080	(586) 777-1200	
St Clair Shores AF LLC	30110 Harper Ave	St. Clair Shores	MI	48082	(586) 415-9662	
Meek Enterprises, Inc.	5643 Cleveland Ave	Stevensville	MI	49127	(269) 429-1222	
AF TECUMSEH LLC	1400-1422 W Chicago Blvd	Tecumseh	MI	49286	(517) 301-4908	
KBH Fitness, LLC	728 Munson Ave	Traverse City	MI	49686	(231) 941-7400	
Ryan Hitsman and Brandon Pringle	2129 W S Blvd	Troy	MI	48098	(248) 275-8316	
ALL OUT FITNESS HOLISTIC LLC	686 N Pontiac Trl	Walled Lake	MI	48390	(248) 926-0558	
Matthew Shango	5645 Thirteen Mile Rd	Warren	MI	48092	(586) 510-4985	*
Country Mile, LLC	65929 Van Dyke Rd	Washington	MI	48095	(586) 336-7700	
Sean Yono and Karim Yono	3399 Elizabeth Lake Rd	Waterford	MI	48328	(248) 499-8949	
Bad Bird, Inc.	6845 Highland Rd	White Lake	MI	48383	(248) 636-2260	
AF YPSILANTI LLC	1900 Whittaker Rd	Ypsilanti	MI	48197	(734) 972-2471	
Shawn Bromeland	410 Bridge Ave	Albert Lea	MN	56007	(507) 377-8451	
SolRiver LLC	6415 Labeaux Ave NE, Ste A-180	Albertville	MN	55301	(763) 276-7476	
Blue Star Investments, LLC	301 30th Ave W	Alexandria	MN	56308	(320) 763-8989	
Cory Podany, Jill Podany and Jason McDunn	3450 Bunker Lake Blvd NW	Andover	MN	55304	(763) 421-1005	
21/90 Fitness Inc.	5922 167th Ave NW	Anoka	MN	55303	(763) 753-9270	
VT Gibbs Investments, LLC	6520 150th St W, Ste 100	Apple Valley	MN	55124	(952) 432-0100	
JAX FITNESS LLC	3673 Lexington Ave	Arden Hills	MN	55126	(651) 490-3348	
Fitness Fundamentals LLC	14091 Baxter Dr, Ste 101	Baxter	MN	56425	(218) 454-2000	
Jermin Fitness LLC	14030 Bank St, Ste 4	Becker	MN	55308	(763) 262-2333	
Blue Star Investments, LLC	2526 Hannah Ave	Bemidji	MN	56601	(218) 444-5529	
Bandon Fitness (Texas), Inc.	570 Humboldt Dr	Big Lake	MN	55309	(763) 263-1300	
Bodacious in Blaine, LLC	10731 University Ave NE	Blaine	MN	55434	(763) 401-6500	
BEAST AF LLC	8599 Lyndale Ave S	Bloomington	MN	55420	(952) 881-6102	
Eden Recreation LLC	5107 W 98th St	Bloomington	MN	55437	(952) 303-3864	
J & J Fitness, LLC	302 5th Ave NE	Brainerd	MN	56401	(218) 828-0909	
SolRiver LLC	4646 85th Ave N	Brooklyn Park	MN	55443	(763) 762-6932	
Salus, LLC	610 Crossroads Campus Dr., Ste 101	Buffalo	MN	55313	(763) 682-9999	
David Schulze	12700 Nicollet Ave, 121A	Burnsville	MN	55337	(952) 222-9119	
Blue Star Investments, LLC	827 High Pointe Dr NE	Byron	MN	55920	(507) 315-1207	

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SFV LLC, John Haase and Pamela Haase	113 Main St S	Cambridge	MN	55008	(763) 552-2348	
AF Champlin LLC	11460 Marketplace Dr	Champlin	MN	55316	(763) 422-9236	
The Master's Holdings, Inc.	2980 N Chestnut St	Chaska	MN	55318	(952) 361-4300	
CC AF LLC	11183 Lake Blvd	Chisago City	MN	55013	(651) 257-1901	
Blue Star Investments, LLC	910 SR-33 S	Cloquet	MN	55720	(218) 879-6220	
Scott Clark	2421 Coon Rapids Blvd NW	Coon Rapids	MN	55433	(763) 421-7771	
njoy Health, LLC	7750 Harkness Ave S	Cottage Grove	MN	55016	(651) 769-1311	
CDG, LLC	2221 Sahlstrom Dr	Crookston	MN	56716	(218) 281-1123	
Jason White	5580 W Broadway Ave	Crystal	MN	55428	(763) 531-9200	
AF NE 1, INC.	1647 US Hwy 10 West	Detroit Lakes	MN	56501	(218) 844-5656	
Bandon Fitness (Texas), Inc.	1710 Center Ave	Dilworth	MN	56529	(218) 227-0010	
Blue Star Investments, LLC	215 N. Central Ave.	Duluth	MN	55807	(218) 624-1311	
Blue Star Investments, LLC	1502 E Superior St	Duluth	MN	55812	(218) 724-6653	
Emphatically in Eagan, LLC	1981 Silver Bell Rd, Ste 1800	Eagan	MN	55122	(651) 686-4667	
Happy, Healthy & Hopeful LLC	1012 Diffley Rd	Eagan	MN	55123	(651) 688-0324	
Kory Knoff	1010 Central Ave NE	East Grand Forks	MN	56721	(218) 773-2882	
K.W. Fitness, LLC	10165 Hennepin Town Rd	Eden Prairie	MN	55344	(952) 417-6802	
Sellin' Cheeks, LLC	14711 Martin Dr	Eden Prairie	MN	55344	(952) 562-8702	
Pyramid Fitness Group, LLC	18850 Dodge St Northwest	Elk River	MN	55330	(763) 633-4999	
Happy, Healthy & Hopeful LLC	321 Main St, Ste 104	Elko-New Market	MN	55054	(952) 461-5554	
The Master's Holdings, Inc.	340 State Hwy 7	Excelsior	MN	55331	(952) 401-0101	
Bandon Fitness (Texas), Inc.	1620 17th St NW	Faribault	MN	55021	(507) 331-3434	
Njoy Health Farmington, LLC	20700 Chippendale Ave. W.	Farmington	MN	55024	(651) 419-9050	
A&A Fitness LLC	1432 S Lake St	Forest Lake	MN	55025	(651) 982-4583	
Mona Nelson	903 S. Hilligoss Blvd. E.	Fosston	MN	56542	(218) 435-1566	
Fitco, Inc.	518 Main Ave	Gaylord	MN	55334	(507) 237-3700	
Blue Star Investments, LLC	110 Golf Course Rd	Grand Rapids	MN	55744	(218) 999-7774	
AF Ham Lake LLC	1460 133rd Ln NE, Unit B	Ham Lake	MN	55304	(763) 413-9348	
Bandon Fitness (Texas), Inc.	10981 4th St NE	Hanover	MN	55341	(763) 498-0087	
TogetherStrong LLC	1355 S Frontage Rd, Ste 340	Hastings	MN	55033	(651) 438-8818	
Blue Star Investments, LLC	4865 Miller Trunk Hwy	Hermantown	MN	55811	(218) 722-5930	
Blue Star Investments, LLC	3923 1st Ave.	Hibbing	MN	55746	(218) 263-8200	
RJM Management Inc.	14643 Mercantile Dr, Ste 100	Hugo	MN	55038	(651) 429-2188	
Hutchinson Health & Fitness LLC	525 S Grade Rd SW	Hutchinson	MN	55350	(320) 587-6900	
SFV LLC, John Haase and Pamela Haase	120 Heritage Blvd NE	Isanti	MN	55040	(763) 444-6344	
Ryan Brandts and Amanda Brandts	508 2nd St	Jackson	MN	56143	(507) 849-7348	

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AF Jordan, LLC	115 S. Broadway	Jordan	MN	55352	(952) 492-3232	
TKO Strength, LLC	110 Main St W	Kasson	MN	55944	(507) 634-8100	
MDS Fitness-La Crescent, LLC	136 Walnut St S	La Crescent	MN	55947	(507) 895-4910	
Lake City, Inc.	1205 N 7th St	Lake City	MN	55041	(651) 345-4401	
Njoy Health Lakeville, Inc.	17811 Kenwood Trl	Lakeville	MN	55044	(952) 985-8888	
J&T Fitness Investments LLC	552-554 Lilac St	Lino Lakes	MN	55014	(651) 784-7033	
Bandon Fitness (Texas), Inc.	2226 E Frontage Rd	Litchfield	MN	55355	(320) 593-0001	
Feet in the Fire, LLC	2680 Rice St	Little Canada	MN	55117	(651) 321-1996	
Chris Danielson	205 16th St NE, Ste B	Little Falls	MN	56345	(320) 616-4700	
AF Long Lake LLC	2073 Wayzata Blvd W, Ste 300	Long Lake	MN	55356	(952) 404-7200	
Minnesota Fitness LLC	3 W Main St	Madelia	MN	56062	(507) 642-2400	
NKJ Fitness, LLC	1400 Madison Ave, Ste 710 & 720	Mankato	MN	56001	(507) 388-7002	
N&J Fitness L.L.C.	6450 Wedgewood Rd N	Maple Grove	MN	55311	(763) 898-3956	
Gym Sales Pro LLC	2515 White Bear Ave	Maplewood	MN	55109	(651) 571-5570	
Bandon Fitness (Texas), Inc.	201 E College Dr	Marshall	MN	56258	(507) 929-3101	
Salus, LLC	5145 County Rd 101, Ste 1010	Medina	MN	55340	(763) 478-8881	
CV Health MH, Inc.	756 North Plaza Dr	Mendota Heights	MN	55120	(651) 687-0444	
Bandon Fitness (Texas), Inc.	4725 Hiawatha Ave	Minneapolis	MN	55406	(612) 444-7464	
DBL-A, Inc.	111 Washington Ave N, Ste 100	Minneapolis	MN	55401	(612) 339-6655	
Liberation of Lyndale, LLC	5309-25 Lyndale Ave S	Minneapolis	MN	55419	(612) 823-3120	
M&A Fitness, LLC	2910 Lyndale Ave S	Minneapolis	MN	55408	(612) 345-7753	
Prospect Holdings, LLC	2718 University Ave SE	Minneapolis	MN	55414	(612) 455-4100	
The Master's Holdings, Inc.	2217 Central Ave NE	Minneapolis	MN	55418	(612) 230-1330	
Watson Health and Fitness, Inc.	2104 W. Broadway Ave.	Minneapolis	MN	55411	(612) 521-4050	
Salus LLC	11104 Cedar Lake Rd	Minnetonka	MN	55305	(952) 545-1000	
SemperStrong Fitness, LLC	4081 Cedar St	Monticello	MN	55362	(763) 295-9000	
Bandon Fitness (Texas), Inc.	935 37th Ave S	Moorhead	MN	56560	(218) 227-5440	*
Robert Haase, Stephanie Haase, John Haase and Pamela Haase	901 Forest Ave E	Mora	MN	55051-1617	(320) 679-6970	
Lake Minnetonka Fitness, LLC	2238 Commerce Blvd, Ste 11	Mound	MN	55364	(952) 491-5200	
Ryon Savasta and Tracy Savasta	2541 W County Rd 10	Mounds View	MN	55112	(763) 786-2244	
Salus, LLC	3540 Winnetka Ave N	New Hope	MN	55427	(763) 208-9489	
Tracy & Ryon Savasta	221 Chalupsky Ave. SE.	New Prague	MN	56071	(952) 758-9165	
TKO Wellness, LLC	512 1st St S	New Ulm	MN	56073	(507) 354-0700	
Karen Buckhouse	24400 Smiley Rd N	Nisswa	MN	56468	(218) 961-1111	
SFV LLC, John Haase and Pamela Haase	38873 14th Ave	North Branch	MN	55056	(651) 674-0580	
Bandon Fitness (Texas), Inc.	618 Division St S	Northfield	MN	55057	(507) 650-0010	

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Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
njoy Health, LLC	7077 10th St N	Oakdale	MN	55128	(651) 702-6500	
Alpine Fitness, LLC	8829 Jefferson Hwy	Ossco	MN	55369	(763) 493-6900	
TNT Fitness Corporation	1010 Hoffman Dr.	Owatonna	MN	55060	(507) 451-0144	
K & J Fitness of PR LLC	200 Gilbert Ave.	Park Rapids	MN	56470	(218) 237-3737	
SFV LLC, John Haase and Pamela Haase	925 Main St S	Pine City	MN	55063	(320) 629-8987	
Minnesota Fitness, LLC	507 8th Ave SE	Pipestone	MN	56164	(507) 562-4500	
N&J Fitness L.L.C.	4190 Vinewood Ln N, Ste 136	Plymouth	MN	55442	(763) 432-2099	
Lew.I.s Enterprises, Inc.	304 N 19th Ave	Princeton	MN	55371	(763) 389-1661	
Smart Fitness LLC	8019 146th Ave NW	Ramsey	MN	55303	(763) 712-3445	
O'Day Enterprises, LLC	1105 Bench St	Red Wing	MN	55066	(651) 212-8396	
SolRiver LLC	6401 Richfield Pkwy	Richfield	MN	55423	(612) 243-3481	
Rochester Fitness, LLC	4181 31st Ave NW	Rochester	MN	55901	(507) 226-8081	*
Rochester Fitness, LLC	1629 N Broadway Ave	Rochester	MN	55906	(507) 322-6225	*
Pyramid Fitness Group, LLC	14142 Northdale Blvd	Rogers	MN	55374	(763) 428-1799	
Njoy Health Rosemount, LLC	2678 149th St W	Rosemount	MN	55068	(651) 322-4433	
njoy Health, LLC	1139 Larpenteur Ave W	Roseville	MN	55113	(651) 489-3600	
SFV LLC, John Haase and Pamela Haase	418 Main St	Sandstone	MN	55072	(320) 245-3191	
Bandon Fitness (Texas), Inc.	809 10th Ave N	Sartell	MN	56377	(320) 774-1820	
Bandon Fitness (Texas), Inc	225 2nd Ave N	Sauk Rapids	MN	56379	(320) 230-8484	
AF Savage LLC	14233 O'Connell Ct.	Savage	MN	55378	(952) 226-2004	
K.W. Fitness II, LLC	1206 Shakopee Town Sq.	Shakopee	MN	55379	(952) 233-8155	
Lexington Investments LLC	5922 Lexington Ave N	Shoreview	MN	55126	(651) 846-9248	
Colleen Braun	128 Main St E, Ste B	Sleepy Eye	MN	56085	(507) 794-2424	
The Master's Holdings, Inc.	2701 39th Ave NE	St. Anthony	MN	55421	(612) 260-2300	
Bandon Fitness (Texas), Inc.	23212 St. Francis Blvd, Suite 900	St. Francis	MN	55070	(763) 753-3399	
Minnesota Fitness LLC	512 1st Ave. S.	St. James	MN	56081	(507) 375-3755	
AF St. Paul, LLC	226 Spring St	St. Paul	MN	55102	(651) 292-1707	
Grand Fitness, LLC	1059 Grand Ave.	St. Paul	MN	55106	(651) 340-2811	
Jet Investments LLC	1700 Suburban Ave	St. Paul	MN	55106	(651) 772-0600	
STP Holdings, LLC	897 St Paul Ave	St. Paul	MN	55116	(651) 493-6881	*
Chad Guentzel	1903 N 3rd St	St. Peter	MN	56082	(507) 934-4604	
AF Running Tiger, LLC	1600 2nd Ave NW	Stewartville	MN	55976	(507) 533-1923	
Njoy Health Stillwater, LLC	1270 W Frontage Rd, Valley Rdg Mall	Stillwater	MN	55082	(651) 439-5544	
CCM Enterprise LLC	1845 Hwy 59 S	Thief River Falls	MN	56701	(218) 681-1305	
Blue Star Investments, LLC	5482 Mountain Iron Dr.	Virginia	MN	55792	(218) 749-8000	
Quentin Luff and Sherri Schouweiler-Luff	611 Broadway Ave	Wabasha	MN	55981	(651) 565-4181	

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AF Waconia LLC	724 Vista Blvd	Waconia	MN	55387	(952) 230-1155	
Gladiator Fitness Incorporated	1143 2nd St S	Waite Park	MN	56387	(320) 230-8383	
Wellness for Life, LLC	115 4th St SW	Waseca	MN	56093	(507) 201-5087	
njoy Health, LLC	1201 S Robert St, Ste 2	West St. Paul	MN	55118	(651) 457-0300	
Neslan, LLC	4600 Centerville Rd	White Bear Lake	MN	55127	(651) 330-0367	
NKJ Fitness, LLC	2689 County Rd E	White Bear Lake	MN	55110	(651) 426-8054	
Bandon Fitness (Texas), Inc.	1605 S 1st St	Willmar	MN	56201	(320) 441-2300	
MDS Fitness Inc.	975 Frontenac Dr	Winona	MN	55987	(507) 205-2880	
Minnesota Fitness, LLC	1151 Ryans Rd., Ste. 112	Worthington	MN	56187	(507) 295-7110	
Bandon Fitness (Texas), Inc.	12530 Fremont Ave, Ste 300	Zimmerman	MN	55398	(763) 856-0400	
Kenny Stubblefield	60383 Cotton Gin Port Rd	Amory	MS	38821	(662) 257-6330	
JM Fitness, LLC	614 Blue Meadow Rd	Bay St. Louis	MS	39520	(228) 466-2511	
SH Capital MS-5 LLC	2155 SR-18	Brandon	MS	39042	(601) 706-4605	
TFE BYRAM MS LLC	5750 I-55 S	Byram	MS	39272	(601) 371-8499	
SH CAPITAL MS-2 LLC	303 S Van Buren Street	Carthage	MS	39051	(601) 741-8079	
Delta Fit, LLC	207 N Davis Ave, Ste G	Cleveland	MS	38732	(662) 843-8443	
SH CAPITAL MS-3 LLC	2799 Hwy 49 S, Suite E	Florence	MS	39073	(601) 398-4036	
SH Capital MS-4 LLC	5651 MS-25	Flowood	MS	39232	(601) 992-3488	
Fountain Enterprises, LLC	104 Mueller Brass Rd.	Fulton	MS	38843	(662) 862-7737	
Baleo Fitness Mississippi LLC	1301 Sunset Dr, Ste F	Grenada	MS	38901	(662) 294-8882	
SH CAPITAL MS-6 LLC	4924 I-55 N, Ste 107	Jackson	MS	39211	(601) 321-9465	
Bandon Fitness (Texas), Inc.	1573 US 49 S.	Magee	MS	39111	(601) 849-4757	
Fitness Quest MS, LLC	417 Apache Dr	McComb	MS	39648	(601) 249-0356	
Pro Fit, Inc.	220 Starlyn Ave.	New Albany	MS	38652	(662) 534-4009	
SH Capital MS-1 LLC	2132 Jackson Ave W	Oxford	MS	38655	(662) 259-2296	
ATF Franchise, LLC	1605 Hwy. 11	Picayune	MS	39466	(601) 749-3443	*
Baleo Fitness Mississippi LLC	2421 W Main St	Tupelo	MS	38801	(662) 844-1235	
Fountain Enterprises, LLC	45 Airport Rd	West Point	MS	39773	(662) 492-5877	
B & W Fitness, LLC	969 Hall St	Wiggins	MS	39577	(601) 928-1776	
Ryan Wattenbarger and Jennifer Rachel Wattenbarger	772 SW East US Hwy 40	Blue Springs	MO	64015	(816) 841-8841	
Sonya Price and Pathe Price	603 E Platte Clay Way	Cameron	MO	64429	(816) 632-6200	
Mike Fischer	62 Four Season Shopping Ctr	Chesterfield	MO	63017	(314) 485-8986	
JZ Property, LLC	348 W Business Hwy 36	Chillicothe	MO	64601	(660) 240-0690	
AF Missouri, LLC	1729 West Broadway	Columbia	MO	65203	(573) 483-0070	
MLC Fitness, LLC	343 Watson Plz	Crestwood	MO	63126	(314) 394-1010	
Maggie Heidbrink	602 N Franklin St	Cuba	MO	65453	(573) 812-2348	

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Baleo Fitness, Missouri LLC	2 Embry Dr	Desloge	MO	63628	(573) 516-0482	
Engert & Fuselier Investments, LLC	959 N Jesse James Rd	Excelsior Springs	MO	64024	(816) 630-6200	
Baleo Fitness Missouri LLC	759 Market St Ctr	Farmington	MO	63640	(573) 664-1445	
Clinton Lee Fuselier Jr	501 Huck Finn Shopping Center	Hannibal	MO	63401	(573) 719-3299	*
HudSim, LLC	1911 N 291 Hwy	Harrisonville	MO	64701	(816) 884-3165	
5411 Fitness, LLC	15904 E 23rd St S	Independence	MO	64055	(816) 325-3747	*
Van Weelden Insurance Agency, Inc.	2451 N High St	Jackson	MO	63755	(573) 204-0445	
Baleo Fitness Missouri LLC	3220 W Edgewood Dr	Jefferson City	MO	65109	(573) 659-4763	
B&K Health, LLC	7000 NW 83rd St	Kansas City	MO	64152	(816) 746-6400	
Brookridge Fitness LLC	301 NE Englewood Rd, Ste 301	Kansas City	MO	64118	(816) 357-8646	*
Engert & Fuselier Investments, LLC	2002 N Baltimore St	Kirksville	MO	63501	(660) 956-0574	
A&J Fitness LLC	1300 W Elm St	Lebanon	MO	65536	(417) 991-2525	
Limitless Gains Corp.	3504-3508 SW Market St	Lee's Summit	MO	64082	(816) 600-0139	
3 FOR FITNESS LLC	888 Haines Dr	Liberty	MO	64068	(816) 781-0017	
ML Training, LLC	833 N Main St	Nixa	MO	65714	(417) 724-8990	
Megan Brown, LLC	9654 Olive Blvd	Olivette	MO	63132	(314) 986-9585	
Lakeside Fitness, LLC	965 Hwy 42	Osage Beach	MO	65065	(573) 693-9339	
Chad Schimke	15279 Brink Meyers Rd	Parkville	MO	64152	(816) 710-2800	
Cayleighs on Main LLC	347 Main St	Platte City	MO	64079	(816) 858-7007	
HudSim, LLC	2001 N 7 Hwy, Stes FGHI	Pleasant Hill	MO	64080	(816) 540-2012	
HudSim, LLC	913 W Foxwood Dr	Raymore	MO	64083	(816) 331-5040	
Fuselier Fitness, LLC	581 E Elm St	Republic	MO	65738	(417) 732-5999	
Weir Fitness, LLC	210 S Thornton St	Richmond	MO	64085	(816) 776-5656	
A-Z Power LLC	1216 Highway 72	Rolla	MO	65401	(573) 426-5299	
Baleo Fitness Missouri LLC	110 W 3rd St	Sedalia	MO	65301	(660) 281-8772	
PaSo Ventures, Inc.	1010 S. US Hwy. 169	Smithville	MO	64089	(816) 532-5032	
Gold Standard Fitness, LLC	319N E Battlefield St	Springfield	MO	65807	(417) 719-4292	
Gold Standard Fitness, LLC	2767 W Republic Rd	Springfield	MO	65807	(417) 887-2348	
Edwin Van Weelden	335 N. Commercial Ave.	St. Clair	MO	63077	(636) 322-1055	
365FITNESS LLC	1209 N. Belt Hwy, Ste F	St. Joseph	MO	64506-2411	(816) 232-1315	
Jjakyl Fitness, LLC	4329F Butler Hill Rd	St. Louis	MO	63128	(314) 696-6952	
MBM Fitness, LLC	250 S Service Rd E	Sullivan	MO	63080	(573) 468-2348	
FIT AF Enterprises, LLC	110 Union Plz Dr	Union	MO	63084	(636) 584-0563	
Bandon Fitness (Texas), Inc.	1104 Historic Rte 66	Waynesville	MO	65583	(573) 774-4195	
Bandon Fitness (Texas), Inc.	1651 Gibson St	West Plains	MO	65775	(417) 255-2555	
Health and Fitness Missouri LLC	2450 Taylor Rd	Wildwood	MO	63040	(636) 273-1515	

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AF Billings #4, LLC	1736 Shiloh Rd	Billings	MT	59106	(406) 371-7120	
MDS Fitness, Inc.	2724 Montana Ave	Billings	MT	59101	(406) 294-0170	
MDS Fitness, Inc.	605 24th St W	Billings	MT	59102	(406) 839-2075	
MDS Fitness, Inc.	1509 Main St	Billings	MT	59105	(406) 839-9060	
Michael Schmaltz and Marc Schmaltz	520 West Main St	Laurel	MT	59044	(406) 633-4096	
MDS Fitness, Inc.	117 E Main St	Sidney	MT	59270	(406) 433-2248	
Trappers Peak Health and Fitness LLC	39 Stevensville Cutoff Rd.	Stevensville	MT	59870	(406) 777-3345	
Strongarm Fitness, LLC	2317 N 6th St, #10	Beatrice	NE	68310	(402) 228-2277	
Pokorny Ventures, Inc.	15605 Bennington Rd	Bennington	NE	68007	(402) 504-6531	
Nichron, LLC	1844 Washington St	Blair	NE	68008	(402) 533-8200	
Blue Star Investments, LLC	333 E 23rd St, Ste 100	Columbus	NE	68601	(402) 564-3488	
AF NE 1, INC.	20231 Manderson St	Elkhorn	NE	68022	(402) 939-7444	
Paulsen Fitness, LLC	2415 E 23rd Ave S, Ste 400	Fremont	NE	68025	(402) 727-7919	
Blue Star Investments, LLC	3721 W 13th St, Ste B	Grand Island	NE	68803	(308) 382-4700	
Sportschool Gretna LLC	11863 S 216th St, Ste 1	Gretna	NE	68028	(402) 916-9111	
Kimberly Stevenson and Teresa Keslar	6710 Woodland Blvd	Hickman	NE	68372	(402) 792-8792	
Blue Star Investments, LLC	810 E 56th St, Ste 2	Kearney	NE	68847	(308) 233-5500	
MELSON FITNESS, LLC	210 Frontier St	Lexington	NE	68850	(308) 324-3481	
Blue Star Investments, LLC	4900 N 26th St	Lincoln	NE	68521	(402) 438-7777	*
Blue Star Investments, LLC	4131 Pioneer Woods Dr	Lincoln	NE	68506	(402) 488-7777	*
Blue Star Investments, LLC	7301 S 27th St	Lincoln	NE	68512	(402) 742-7777	*
SBLF-NE Ltd	204 Norris St	McCook	NE	69001	(308) 777-2099	*
Salus, LLC	1556 S 11th St	Nebraska City	NE	68410	(402) 713-5126	
Sibert Fitness, LLC	2118 Market Ln, Ste 2	Norfolk	NE	68701	(402) 371-6600	
SBLF-NE Ltd	310 E 5th St	North Platte	NE	69101	(308) 221-6677	*
Paige Peterson and Steven Peterson	235 N. Oakland Ave	Oakland	NE	68045	(402) 685-4011	
Christopher Huisken, Lori Huisken and Toni Jones	1121 S 180th St	Omaha	NE	68130	(402) 934-5488	
Sportschool Downtown Omaha LLC	1027 Jones St	Omaha	NE	68102	(402) 991-2333	
Sportschool NW Omaha LLC	15505 Ruggles St	Omaha	NE	68116	(402) 505-4466	
Janette Hobbs	307 E Douglas St	O'Neill	NE	68763	(402) 336-2285	
Wallace Health & Fitness, Inc.	11336 S 96th St	Papillion	NE	68046	(402) 504-9555	
MK Fitness LLC	614 Main St	Pender	NE	68047	(402) 385-6246	
J & A Fitness II, LLC	2380 W 8th Ave, Stes 1-2	Plattsmouth	NE	68048	(402) 298-4351	
Glenn Ennen and Kim Ennen	690 W 16th St	Schuyler	NE	68661	(402) 352-0300	
SBLF-NE Ltd	1700 Broadway	Scottsbluff	NE	69361	(308) 633-1000	
Salus, LLC	2601 Cornhusker Dr	South Sioux City	NE	68776	(402) 241-8943	

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M2 Adventure Corporation	2629 N Carson St	Carson City	NV	89706	(775) 222-0022	
M2 Adventure Corporation	4530 S Carson St	Carson City	NV	89701	(775) 885-7771	
Reed Inc.	1500 Great Basin Blvd	Ely	NV	89301	(775) 289-8855	
Fernley ATF, LLC	1201 Penny Ln, Ste 120-130	Fernley	NV	89408	(775) 575-9300	
Gardnerville ATF, LLC	1352 Hwy 395, Unit #101-104	Gardnerville	NV	89410	(775) 783-5130	
ATF ONE, LLC	1510 W Horizon Rdg Pkwy	Henderson	NV	89012	(702) 202-1371	
Herban Infusion, LLC	2920 Bicentennial Pkwy	Henderson	NV	89044	(702) 747-9194	
International Gym Brands, Inc.	855 Seven Hills, Stes 120-150	Henderson	NV	89052	(702) 586-1500	
Anytime Vegas LLC	6125 S Fort Apache Rd, Ste 212	Las Vegas	NV	89148	(702) 434-0240	
Bandon Fitness (Texas), Inc.	6520 E. Lake Mead Blvd., Ste.107	Las Vegas	NV	89156	(702) 438-2407	
Bandon Fitness (Texas), Inc.	5635 E. Charleston Blvd	Las Vegas	NV	89142	(702) 207-6483	
BHR HOLDINGS COMPANY	7537 S Rainbow Blvd, Ste 109	Las Vegas	NV	89139	(702) 459-2424	
Health and Fitness USA, LLC	500 E Windmill Ln, Ste 150	Las Vegas	NV	89123	(702) 800-6779	
TRIPower HOLDINGS, LLC	8490 West Desert Inn Rd	Las Vegas	NV	89117	(702) 820-0660	*
CrossBones LLC	727 USA Parkway	McCarran	NV	89437	(775) 414-5200	
Bandon Fitness (Texas), Inc.	50 W Liberty St, Ste 105	Reno	NV	89501	(775) 473-4040	
Bandon Fitness (Texas), Inc.	1130 N Hills Blvd	Reno	NV	89506	(775) 677-2233	
Bandon Fitness (Texas), Inc.	202 Silver Lake Rd	Reno	NV	89508	(775) 677-2900	
Functional Fitness, LLC	4784 Caughlin Pkwy., Ste. 401	Reno	NV	89519	(775) 622-8034	
Functional Fitness, LLC	18603 Wedge Pkwy, Stes D-E	Reno	NV	89511	(775) 852-7007	
Pointer Holdings, LLC	5255 Longley Ln, Stes 120, 125, 130	Reno	NV	89502	(775) 848-4892	
Spanish Springs ATF, LLC	6370 Mae Anne Ave, Stes 4-5	Reno	NV	89523	(775) 746-8400	
Fitinvest, LLC	2494 Wingfield Hills Rd, Ste 120	Spanish Springs	NV	89436	(775) 626-2500	
Bandon Fitness (Texas), Inc.	3170 Vista Blvd, Ste 106	Sparks	NV	89436	(775) 358-1144	
Yerington ATF, LLC	243 N Main St	Yerington	NV	89447	(775) 463-3848	
Karen Reaney and Brian Moore	212 Elks Point Rd	Zephyr Cove	NV	89448	(775) 580-7266	
Rebecca Capo	262 1st NH Turnpike, Ste. 1	Northwood	NH	03261	(603) 942-6027	
DO IT RIGHT NJ FITNESS INC.	597 Shiloh Pike	Bridgeton	NJ	08302	(856) 391-5900	
ITL Fitness, LLC	18 Broadway St	Browns Mills	NJ	08015	(609) 893-1261	
GFF Fitness, Inc.	695 Anderson Ave	Cliffside Park	NJ	07010	(201) 917-7277	*
Ferlima Fitness LLC	549 Inman Ave	Colonia	NJ	07067	(732) 882-1111	
A.M. Cleaning Solutions, Inc.	430 Market St, Units 6-8	Elmwood Park	NJ	07407	(201) 565-3469	
Matthew Pokrywka and Stacey Pokrywka	45 Mitchell Avenue	Franklin	NJ	07416	(973) 827-8900	
Michael Collazo and Laila Collazo	45 S New York Rd	Galloway	NJ	08205	(609) 241-1650	
Dr. John Nosti and Jennifer Nosti	344 N Main St	Lanoka Harbor	NJ	08734	(609) 994-0696	
Michael Collazo and Laila Collazo	6016 Main St	Mays Landing	NJ	08330	(609) 625-1999	

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SGH Fitness LLC	200 Tuckerton Rd	Medford	NJ	08055	(609) 388-4143	
Ferlima Fitness LLC	312 Bloomfield Ave	Montclair	NJ	07042	(973) 866-0246	
Butterfly Ventures, LLC	1004 Tabor Rd	Morris Plains	NJ	07950	(973) 998-6300	
Tyrone Sherrod Inc	1350 Galloping Hill Rd	Union	NJ	07083	(908) 624-7070	
DO IT RIGHT NJ FITNESS INC.	301 S Main Rd, Unit D5	Vineland	NJ	08360	(856) 839-0065	
DO IT RIGHT NJ FITNESS INC.	1041 Glassboro Rd	Williamstown	NJ	08094	(856) 885-4662	
Douglas Graham and Deborah Graham	1300 Hamilton Rd	Alamogordo	NM	88310	(575) 439-8100	
A & B East LLC	9550 Sage Rd SW, Ste A105	Albuquerque	NM	87121	(505) 821-9850	
All Viable Assets, LLC	3301 Menaul Blvd NE, Ste 14-15	Albuquerque	NM	87107	(505) 296-0000	
Exercise Strength, LLC	5809 Juan Tabo NE	Albuquerque	NM	87111	(505) 934-0524	
Make It Happen, LLC	2115 Vista Oeste NW, Ste A	Albuquerque	NM	87120	(505) 839-0008	
TRB Enterprises LLC	4212 Coal Ave SE	Albuquerque	NM	87108	(505) 375-2020	
VisionFit, LLC	5708 McMahon Blvd NW	Albuquerque	NM	87114	(505) 898-9022	
Team Guys 5, LLC	105 W Aztec Blvd	Aztec	NM	87410	(505) 334-9595	
Martin Lebrun and Fernando Ibarra	400-2 Cascades Ave	Carlsbad	NM	88220	(575) 689-1156	
Bandon Fitness (Texas), Inc.	603 Silkey Way	Espanola	NM	87532	(505) 587-1500	
Team Guys 4, LLC	3150 E Main St, A10	Farmington	NM	87402	(505) 436-7600	
Martin Lebrun and Fernando Ibarra	3825 North Grimes St	Hobbs	NM	88240	(575) 616-7600	
Aspenbay, LLC	115 Roadrunner Way, Ste 4	Las Cruces	NM	88011	(575) 521-1001	
Bandon Fitness (Texas), Inc.	1650 7th St	Las Vegas	NM	87701	(505) 587-7870	
Nicholas Muller	195 East Rd	Los Alamos	NM	87544	(505) 551-0551	
T-Fit, LLC	2510 Main St	Los Lunas	NM	87031	(505) 375-2400	
Highlander New Mexico Investments, LLC	4405 Jager Dr. NE, Ste. B1	Rio Rancho	NM	87144	(505) 867-3111	
Team Guys 6 LLC	1300 S Main St	Roswell	NM	88203	(575) 363-0663	
OSO LLC	2927 Sudderth Dr	Ruidoso	NM	88345	(575) 502-5438	
Bandon Fitness (Texas), Inc.	720 St. Michael's Dr.	Santa Fe	NM	87505	(505) 424-0500	
Capital City Fitness Group, LLC	4641 Airport Rd, Ste 9	Santa Fe	NM	87507	(505) 424-9770	
Antonio & Antonio LLC	720 N Bedford Rd	Bedford Hills	NY	10507	(914) 648-0055	
MBH Canandaigua, LLC	4402 Rte 5-20	Canandaigua	NY	14424	(585) 396-9777	
Rock Haven Ventures LLC	29 Quaker Rd	Cornwall	NY	12518	(845) 237-7016	
Antonio & Antonio LLC	1 E Main St	Elmsford	NY	10523	(914) 719-5466	
Lenhart Fitness, LLC	175 Broad St	Glens Falls	NY	12801	(518) 636-5111	
Beast Factory LLC	99-101 Clowes Ave	Goshen	NY	10924	(845) 378-9888	
Tyris Gyms, LLC and Austin Dority	1169 NY-29	Greenwich	NY	12834	(802) 379-5725	
James Lenhart	3736 Burgoyne Ave.	Hudson Falls	NY	12839	(518) 636-5410	
AF NE 1, INC.	7165 Buckley Rd	Liverpool	NY	13088	(315) 715-3311	*

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Fit For All, Inc.	515 Sampson Dr	Macedon	NY	14502	(315) 986-4380	
Desa Fitness of NY LLC	218 S Highland Avenue	Ossining	NY	10562	(914) 487-8033	
Antonio & Antonio LLC	60 Washington Ave	Pleasantville	NY	10570	(914)606-1368	
Are Springs, LLC	60 West Ave	Saratoga Springs	NY	12866	(518) 415-5551	*
Michael Gennusa and Todd Douglas	325 Rte 100, Store LL1	Somers	NY	10589	(914) 301-5969	
Rock Haven Ventures LLC	78 Oak St	Walden	NY	12586	(845) 713-5133	
Rock Haven Ventures LLC	62 Galloway Rd	Warwick	NY	10990	(845) 544-7727	
AF Number 4 LLC	8 Triangle Center	Yorktown Heights	NY	10598	(914) 582-6089	
Baleo Fitness, Inc.	1863 Hendersonville Rd	Asheville	NC	28803	(828) 920-4040	
Thomas Johnson	805 Patton Ave	Asheville	NC	28806	(828) 505-3715	
Parana Fitness, LLC	2819 Midway Rd SE	Bolivia	NC	28422	(910) 253-8956	
Boone AF, LLC	368 Hwy 105 Ext	Boone	NC	28607	(828) 386-1100	
James Musselwhite and Owen Harris	1617 Glidewell Dr, Ste 101	Burlington	NC	27215	(336) 329-9111	
Eric Jones	1207 Kildaire Farm Rd	Cary	NC	27511	(919) 276-4646	
Baleo Fitness North Carolina, LLC	10844 Providence Rd, Ste 200	Charlotte	NC	28277	(704) 321-2463	
Baleo Fitness, Inc.	1636 Sardis Rd N, Suite 160	Charlotte	NC	28270	(980) 800-2347	
Baleo Fitness, Inc.	10211 Prosperity Park Dr	Charlotte	NC	28269	(980) 219-7552	
Playerun, LLC and Carly Mathison	3609 South Blvd	Charlotte	NC	28209	(704) 777-1971	
Queen of Kings, LLC	1610 Oakhurst Commons Dr	Charlotte	NC	28205	(704) 969-9121	*
Bandon Fitness (Texas), Inc.	50 Neuse River Pkwy	Clayton	NC	27527	(919) 243-2895	
ATF @ Denver, NC, Inc.	165 Cross Center Rd	Denver	NC	28037	(704) 966-5858	
Baleo Fitness, Inc.	121 Sherron Rd	Durham	NC	27703	(919) 908-8680	
Naze Fitness Authority, LLC	1517 Glenn School Rd, Ste 7	Durham	NC	27704	(919) 251-5152	*
Band of Brothers Fitness Group Strickland Bridge, LLC	951 Strickland Bridge Rd	Fayetteville	NC	28304	(910) 425-2542	
Fitness Tennessee XI, LLC	4251 Ramsey St	Fayetteville	NC	28311	(910) 745-9081	
Harris Dynamic Holdings LLC	5605 W Friendly Ave	Greensboro	NC	27410	(336) 542-0539	
Camosh LLC	4230 Legion Rd	Hope Mills	NC	28348	(910) 425-2590	
ATF Health & Fitness, Inc.	9856 Gilead Rd, Ste 101	Huntersville	NC	28078	(704) 948-8988	
Baleo Fitness, Inc.	6270 Bayfield Pkwy	Kannapolis	NC	28027	(704) 273-1616	
Baleo Fitness, Inc.	112 Wilkesboro Blvd SE	Lenoir	NC	28645	(828) 795-3335	*
Symmetry Health and Fitness, Inc.	15040 Idlewild Rd	Matthews	NC	28104	(704) 989-1354	
South Charlotte Sports, LLC	8124 Blair Rd	Mint Hill	NC	28227	(980) 226-5155	
Mitan Corporation	837 E Roosevelt Blvd	Monroe	NC	28112	(704) 766-8400	
AF Mooresville - Brawley LLC	858 A Brawley School Rd	Mooresville	NC	28117	(704) 235-4959	*
Fitness 360 LLC	2103 Grace Park Dr	Morrisville	NC	27560	(919) 377-0357	
Baleo Fitness, Inc.	1108 D St	North Wilkesboro	NC	28659	(336) 818-5559	

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Baleo Fitness, Inc.	110 Ivey Lane	Pinehurst	NC	28374	(910) 365-9882	
Corpus Enterprises, LLC and Joseph Corpus	4500 Falls of Neuse Rd	Raleigh	NC	27609	(919) 533-5722	
Michael Steele and Rachel Hall	7963 Fayetteville Rd	Raleigh	NC	27587	(984) 459-7909	*
Vergnetti Fitness Raleigh LLC	4112 Pleasant Valley Rd, Ste 100	Raleigh	NC	27612	(984) 777-8881	*
AF Salisbury LLC	319 Faith Rd	Salisbury	NC	28146	(704) 603-3299	*
Bandon Fitness (Texas), Inc.	2563 Hawkins Ave	Sanford	NC	27330	(919) 776-0211	
Baleo Fitness, Inc.	128 Brucewood Rd	Southern Pines	NC	28387	(910) 365-9888	
SYMMETRY HEALTH AND FITNESS INC.	5409 Potters Rd	Stallings	NC	28104	(704) 256-1690	
Camosh LLC	3309 Rogers Rd, Ste 205	Wake Forest	NC	27587	(919) 435-8544	
South Charlotte Sports, LLC	5941 Weddington Rd, Suite 107	Wesley Chapel	NC	28104	(704) 821-0885	
Newlife Fitness 5, Inc.	5060 New Centre Dr, Ste 70	Wilmington	NC	28403	(910) 933-0101	*
Newlife Fitness 5, Inc.	3715 Patriot Way	Wilmington	NC	28412	(910) 769-3654	*
Camosh LLC	1130 US-1 N	Youngsville	NC	27596	(919) 554-4562	
Bandon Fitness (Texas), Inc.	141 Ivy Ave	Bismarck	ND	58504	(701) 258-6532	
MDS Fitness, Inc.	4600 N 19th St, Ste 501	Bismarck	ND	58503	(701) 751-0448	
Bandon Fitness (Texas), Inc.	205 6th St NE	Devils Lake	ND	58301	(701) 662-3411	
MDS Fitness, Inc.	620 19th St W	Dickinson	ND	58601	(701) 483-9747	
Bandon Fitness (Texas), Inc.	2614 N Broadway, Ste B	Fargo	ND	58102	(701) 239-1781	
Bandon Fitness (Texas), Inc.	5050 Timber Pkwy S, Suite 116	Fargo	ND	58104	(701) 566-8507	*
Bandon Fitness (Texas), Inc.	1801 45th St S	Fargo	ND	58103	(701) 277-5040	
Blue Star Investments, LLC	3750 32nd Ave S	Grand Forks	ND	58201	(701) 738-0036	
Blue Star Investments, LLC	2400 8th Ave SW, Unit T10	Jamestown	ND	58401	(701) 252-4142	
Bandon Fitness (Texas), Inc.	408 1st St NW, Ste B	Mandan	ND	58554	(701) 663-8209	
Bandon Fitness (Texas), Inc.	1100 N Broadway	Minot	ND	58703	(701) 838-3333	
Bandon Fitness (Texas), Inc.	305 20th Ave. SW.	Minot	ND	58701	(701) 852-3333	
Sherry McGlaughlin	801 Elm St	Tioga	ND	58852	(701) 664-3456	
MDS Fitness Inc.	1651 Wheatland Rd	Wahpeton	ND	58075	(701) 591-0192	*
MDS Fitness, Inc.	102 4th Ave SE	Watford City	ND	58854	(701) 842-4317	
MDS Fitness, Inc.	1542 16th St W, Unit 204	Williston	ND	58801	(701) 774-1935	
R&R Fitness LLC	212 W Main St	Amelia	OH	45102	(513) 947-2345	
Fielding Premium Fitness Inc.	7590 Oak Point Rd	Amherst	OH	44001	(440) 984-4961	
Avon Fitness LLC	35516 Detroit Rd	Avon	OH	44011	(440) 934-1961	
Fitness Nation, LLC	6254 Wilmington Pike	Bellbrook	OH	45459	(937) 709-9113	
L&S Fitness for Life Corp.	210 W Columbus Ave, Suite 1	Bellefontaine	OH	43311	(937) 595-0303	
The Bellevue Hospital	102 Commerce Park Drive	Bellevue	OH	44811	(419) 484-5426	
Bandon Fitness (Texas), Inc.	1038 N Main St	Bowling Green	OH	43402	(419) 315-8510	

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Fielding Health & Fitness, LLC	3714 Center Rd	Brunswick	OH	44212	(330) 220-4446	
Bandon Fitness (Texas), Inc.	1120 S Main St	Bryan	OH	43506	(419) 513-1012	
Bandon Fitness (Texas), Inc.	199 S Stetzer Rd	Bucyrus	OH	44820	(419) 689-5298	
David McIntyre	61600 Southgate Rd #105	Cambridge	OH	43725	(740) 421-9593	*
Bandon Fitness (Texas), Inc.	6442 S Raccoon Road	Canfield	OH	44406	(330) 360-3517	*
J2 Fulton AF, LLC	4645 Fulton Dr	Canton	OH	44718	(234) 542-8723	*
Bandon Fitness (Texas), Inc.	228 E Market St	Celina	OH	45822	(567) 876-1399	
Chesterland Fitness LLC	8009 Mayfield Rd	Chesterland	OH	44026	(440) 729-0480	
Chillicothe 24/7 Fitness, LLC	1560 N Brg St	Chillicothe	OH	45601	(740) 779-0999	*
FIRST FIT WELLNESS, LLC	7721 Beechmont Avenue	Cincinnati	OH	45255	(513) 440-5150	*
Bandon Fitness (Texas), Inc.	23585-23591 US 23	Circleville	OH	43113	(740) 207-5217	
Victorious Fitness G2 Inc.	11517 Clifton Blvd	Cleveland	OH	44102	(216) 221-1712	
Victorious Fitness Inc.	3318 Warren Rd	Cleveland	OH	44111	(216) 941-1100	
Bandon Fitness (Texas), Inc.	9950 Johnnycake Rdg Rd, Unit B	Concord Township	OH	44077	(440) 350-6247	
Bandon Fitness (Texas), Inc.	23635 Airport Rd	Coshocton	OH	43812	(740) 575-1050	
Love 4 G LLC	9141 N Dixie Dr	Dayton	OH	45414	(937) 890-9300	
Razor AF Corporation	1710 Columbus Pike, Ste 218	Delaware	OH	43015	(740) 602-0905	
FLIPPER FITNESS V2 LLC	1220 N Barron St	Eaton	OH	45320	(937) 456-0135	*
CNS Fitness LLC	625 Chestnut Cmns Dr	Elyria	OH	44035	(440) 366-1140	
Bandon Fitness (Texas), Inc.	1987 Tiffin Ave	Findlay	OH	45839	(419) 425-4269	
Bandon Fitness (Texas), Inc.	1800 E State St	Fremont	OH	43420	(419) 208-0820	
Bandon Fitness (Texas), Inc.	3050 Turnberry Ct	Grove City	OH	43123	(614) 957-0750	
Bandon Fitness (Texas), Inc.	10501 New Haven Rd	Harrison	OH	45030	(513) 367-2400	
Bandon Fitness (Texas), Inc.	534 E Main St	Jackson	OH	45640	(740) 971-1128	
Paige Fielding	2500 Ohio 59, Kent	Kent	OH	44240	(330) 474-2910	*
Bandon Fitness (Texas), Inc.	125 W Ohio St	Kenton	OH	43326	(567) 876-1344	
Fitness Nation, LLC	1525 Genntown Dr	Lebanon	OH	45036	(513) 228-7771	
Ohio Buckeye AF, LLC	8601 Columbus Pike	Lewis Center	OH	43035	(740) 201-1055	
A + B Fitness For Life LLC	2119 Elida Rd	Lima	OH	45805	(419) 221-0030	
Bandon Fitness (Texas), Inc.	38 W. Main St.	Logan	OH	43138	(740) 715-0087	*
Bandon Fitness (Texas), Inc.	224 E Lafayette St	London	OH	43140	(740) 463-9572	
Modfit Corp.	515 Loveland Madeira Rd.	Loveland	OH	45140	(513) 583-6683	
Modfit Corp.	5765 S State Route 48	Maineville	OH	45039	(513) 480-0050	
PGDT, LLC	7247 Wooster Pike, Units 7247, 7249 & 7251	Mariemont	OH	45227	(513) 340-7269	
Razor AF Corporation	15570 US 36 E	Marysville	OH	43040	(937) 707-3494	
Fitness Nation, LLC	269 N Main St	Monroe	OH	45050	(513) 402-7133	

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Tripple JB Inc.	3537 Columbia Pkwy	Mount Lookout	OH	45226	(513) 871-2424	
Bandon Fitness (Texas), Inc.	1417 Coshocton Ave	Mount Vernon	OH	43050	(740) 602-0864	*
Bandon Fitness (Texas), Inc.	1412 Scott St	Napoleon	OH	43545	(419) 573-8550	
NEW BOSTON FITNESS, LLC	4645 Gallia St	New Boston	OH	45662	(740) 876-9160	*
Lance Sizemore	1048 Old US 52	New Richmond	OH	45157	(513) 843-5550	*
Newbury Fitness LLC	11110 Kinsman Rd	Newbury	OH	44065	(216) 688-5877	
KSA FITNESS, LLC	2676 Easton St NE, Ste L	North Canton	OH	44721	(330) 915-3105	
Ridgeville Fitness LLC	35147 Center Rdg Rd	North Ridgeville	OH	44039	(440) 326-1010	
ANJ, LLC	265 Benedict Ave, Ste 100	Norwalk	OH	44857	(419) 663-8663	
Bandon Fitness (Texas), Inc.	301 W High St	Orrville	OH	44667	(937) 450-1170	*
Bandon Fitness (Texas), Inc.	820 N Locust St	Ottawa	OH	45875	(419) 796-8583	*
Jeff O'Mara	5276 College Corner Pike	Oxford	OH	45056	(513) 524-3212	
Bandon Fitness (Texas), Inc.	1624 E Perry St	Port Clinton	OH	43452	(419) 967-2255	*
KINDNESS STARTS WITH ME LLC	419 W. Aurora Rd.	Sagamore Hills	OH	44067	(330) 467-1416	
TNT Fitness Brands, LLC	2016 Michigan St	Sidney	OH	45365	(937) 710-4326	
KINDNESS STARTS WITH ME LLC	28500 Miles Rd.	Solon	OH	44139	(440) 248-8463	
Fitness Nation, LLC	728 N Main St	Springboro	OH	45066	(937) 748-9977	
CKC Fitness, LLC	151 Tuttle Rd	Springfield	OH	45505	(937) 717-0103	
Marengo AF LLC	50843 Valley Plz. Dr.	St. Clairsville	OH	43950	(740) 699-2900	
TFIT, LLC	1624 Norton Rd	Stow	OH	44236	(330) 655-1331	
Fielding Fitness Enterprises LLC	978 W Main St	Tipp City	OH	45371	(937) 524-8072	
CKC Fitness LLC	825 W State St	Trenton	OH	45067	(513) 428-0724	
Fielding Fitness Enterprises LLC	1450 W Main St	Troy	OH	45373	(937) 339-3030	
UHeights Fitness LLC	2151 S Taylor Rd	University Heights	OH	44118	(216) 862-3186	
Bandon Fitness (Texas), Inc.	1637 Scioto St	Urbana	OH	43078	(937) 516-7922	
Bandon Fitness (Texas), Inc.	303 Towne Center Blvd	Van Wert	OH	45891	(419) 513-1029	*
Sugar Creek Corporation	4721 Liberty Ave	Vermilion	OH	44089	(440) 963-7170	
Bandon Fitness (Texas), Inc.	205 Defiance St	Wapakoneta	OH	45895	(567) 876-1384	*
Bandon Fitness (Texas), Inc.	240 Washington Sq	Washington Court House	OH	43160	(740) 606-9257	*
Quinn Management, LLC	1067 Pray Blvd	Waterville	OH	43566	(419) 877-7602	*
Bandon Fitness (Texas), Inc.	830 N Shoop Ave	Wauseon	OH	43567	(567) 806-0201	*
Bandon Fitness (Texas), Inc.	940 N High St	Worthington	OH	43085	(614) 597-1244	*
B Fit Anytime, LLC	1513 N Rockford Rd	Ardmore	OK	73401	(580) 223-5252	*
Bandon Fitness (Texas), Inc.	7140 NW 23rd St	Bethany	OK	73008	(405) 470-4440	
AD ASTRA, LLC	1211 W Grand Ave	Chickasha	OK	73018	(405) 224-5100	
Fuselier Fitness, LLC	2013 Jaycee Ln	Clinton	OK	73601	(580) 547-4038	

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Arrowhead Fitness OK, LLC	3601 W Main Street	Durant	OK	74701	(580) 745-9522	
Show Some Love LLC	58 E 15th St, Ste 58-60	Edmond	OK	73013	(405) 938-1818	
ABP Investments, LLC	1627A Hwy 66	El Reno	OK	73036	(405) 422-1190	
Diel Wellness LLC	3324 W Owen K Garriot Rd	Enid	OK	73703	(580) 237-2100	
Engert & Fuselier Investments, LLC	1726 S Division St, Ste D - E	Guthrie	OK	73044	(405) 293-9200	*
Bandon Fitness (Texas), Inc.	1402-B Main St	Guymon	OK	73942	(580) 468-7777	
Brent Johnson and Melissa Johnson	303 E Main St	Henryetta	OK	74437	(918) 956-0888	
Hard Will Fitness, LLC	800 N Hinkley St	Holdenville	OK	74848	(405) 592-4144	
C & J Fitness Enterprises	1800 E Jackson St	Hugo	OK	74743	(580) 326-3480	
Lawton Family Fitness LLC	5338 NW Cache Rd	Lawton	OK	73505	(580) 275-2009	
Rumsey & Fuselier Fitness, LLC	2304 E Gore Blvd, Ste 1	Lawton	OK	73507	(580) 699-8484	
Spence & Fuselier Fitness, LLC	811 SW 19th St	Moore	OK	73160	(405) 759-2551	
AD ASTRA LLC	216 N Mustang Mall Ter	Mustang	OK	73064	(405) 256-6177	
ABP Group, LLC	2209 SW 104th St	Oklahoma City	OK	73159	(405) 814-6222	
EJJ Fitness LLC	5901 S Sooner Rd	Oklahoma City	OK	73135	(405) 601-4177	
MANDALORE, LLC	8003 NW 122nd St	Oklahoma City	OK	73142	(405) 730-6620	
Q FIT LLC	2820 NW 122nd Street	Oklahoma City	OK	73120	(405) 608-0221	*
QUADZILLA, LLC	519 NW 23rd St, Ste 106	Oklahoma City	OK	73103	(405) 605-6200	
JG Fitness LLC	12918 E 86th St N	Owasso	OK	74055	(918) 376-4999	
Bandon Fitness (Texas), Inc.	2205 N Broadway St	Poteau	OK	74953	(918) 721-0766	*
777 FITNESS LLC	29 N Mill St	Pryor	OK	74361	(918) 824-4799	
Shaun Fisher	3802 S 113th West Ave	Sand Springs	OK	74063	(918) 245-2348	
Ladies Fitness, Inc.	216 S Main St	Sapulpa	OK	74066	(918) 512-6700	
SHAWNEE FAMILY FITNESS LLC	1601 N Kickapoo Ave, Ste 100	Shawnee	OK	74804	(405) 273-2673	
Bandon Fitness (Texas), Inc.	2122 Oklahoma Ave	Woodward	OK	73801	(580) 290-5141	*
Allfit, LLC	2760 Pacific Blvd SE	Albany	OR	97321	(541) 981-8552	
SLS Enterprises, LLC	1505 Siskiyou Blvd	Ashland	OR	97520	(541) 708-0136	
Douglas Fitness, Inc.	312 Oak St	Central Point	OR	97502	(541) 665-5200	*
Chitown Investments, LLC – Clatskanie Series	600 E Columbia River Hwy	Clatskanie	OR	97016	(503) 728-2777	*
KDL FITNESS, LLC	955 NW Kings Blvd	Corvallis	OR	97330	(541) 758-9100	
J3R, LLC	1600 E Main St	Cottage Grove	OR	97424	(541) 649-1830	
Trifit, LLC	740 Main St	Dallas	OR	97338	(503) 623-1131	
J3R, LLC	65 Division Ave, Suite F	Eugene	OR	97404	(541) 689-0777	
Powerhouse Gym & Fitness Center, Inc.	897 NE 25th Ave	Hillsboro	OR	97124	(503) 596-2951	
Critical Mass, LLC	1399 Monmouth St	Independence	OR	97351	(503) 837-0949	
Schmidt Management Investments, LLC	10701 S Walton Rd	Island City	OR	97850	(541) 663-0300	

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FamFit4Life, LLC	1831 Avalon St.	Klamath Falls	OR	97603	(541) 891-4084	
HKP Enterprises, LLC	1171 McVey Ave	Lake Oswego	OR	97034	(503) 636-1664	
TRIFIT EAST LLC	16487 Bluewood Pl	LaPine	OR	97739	(541) 536-9779	
JN Fitness, Inc. and Nancy Pance	671 Main St	Lebanon	OR	97355	(541) 451-2111	
Iron Scheid, Inc.	3564 Lone Pine Rd	Medford	OR	97504	(541) 973-2700	*
The Commons Anytime, LLC	150 N Bartlett St	Medford	OR	97501	(541) 779-1446	*
KDL Fitness LLC	1313 Main St.	Philomath	OR	97370	(541) 929-9400	
_Fit. Brand LLC	8502B SW Terwilliger Blvd	Portland	OR	97219	(503) 382-8833	
Hatley Investments, LLC	915 SW Rimrock Way, Suite 101	Redmond	OR	97756	(541) 504-2868	
Dove Fitness, Inc.	118 Brown St, Ste C	Silverton	OR	97381	(503) 873-7033	
Jerry Evans and Jason Evans	2197 Olympic St	Springfield	OR	97477	(541) 741-6774	
Chitown Investments, LLC – St. Helens Series	1538-1540 Columbia Blvd	St. Helens	OR	97051	(503) 397-0027	*
Stayfit, LLC	935 N 1st Ave	Stayton	OR	97383	(503) 769-5500	
M&N Fitness, LLC	332 Dakota St	Sutherlin	OR	97479	(541) 459-4348	
RIVIA FITNESS LLC	26940 SE Stark St	Troutdale	OR	97060	(503) 676-6604	
Ausmax Fitness, LLC	2247 Country Club Rd	Woodburn	OR	97071	(503) 982-3645	
TKF Fitness LLC	2288 Brodhead Rd	Aliquippa	PA	15001	(724) 302-3001	*
BB Fit 2 LLC	156 Finley Rd	Belle Vernon	PA	15012	(724) 929-2100	
LD Fitness, LLC	850 Golden Dr	Blandon	PA	19510	(610) 944-5400	
Double A Fitness Ventures, LLC	623 Conchester Highway	Boothwyn	PA	19061	(610) 243-1777	
Bandon Fitness (Texas), Inc.	1001 E Main St	Bradford	PA	16701	(814) 366-4049	*
Christopher B Thomas and Jason E Thomas	135 Towne Square Way	Brentwood	PA	15227	(412) 892-9064	
Silent Owl, LLC	1421 US-209, Ste 126	Brodheads ville	PA	18322	(610) 951-4225	
Bandon Fitness (Texas), Inc.	224 North Logan Blvd.	Burnham	PA	17009	(717) 543-3250	
McCool Enterprises, Inc.	1312 Pittsburgh St	Cheswick	PA	15024	(724) 826-5466	
Bandon Fitness (Texas), Inc.	1800 Daisy St	Clearfield	PA	16830	(814) 761-0775	*
Dallas Wellness LLC	2859 SR 309, 65 Country Club Shopping Center	Dallas	PA	18612	(570) 675-1222	*
B Fit B You, LLC	603 E Market St	Danville	PA	17821	(570) 271-0100	
Bandon Fitness (Texas), Inc.	881 Hills Plaza Drive, Suite 570	Ebensburg	PA	15931	(814) 615-5550	*
AF Emmaus, LLC	1031 Chestnut St	Emmaus	PA	18049	(610) 421-8805	
Christopher Gouldthorpe	2921 W 26th St, Ste B	Erie	PA	16506	(814) 315-1280	*
KMG Fitness, LLC	229 N Pottstown Pike	Exton	PA	19341	(484) 879-6106	
Sager Health and Fitness LLC	5055 William Flynn Hwy	Gibsonia	PA	15044	(878) 248-2021	
F&M Fitness, LLC	1050 E Philadelphia Ave	Gilbertsville	PA	19525	(484) 415-7101	
GMT Fitness Enterprises, LLC	1718 William Flynn Hwy	Glenshaw	PA	15116	(412) 486-4536	
ZJACS, LLC	4 Pine Grove Vlg Dr	Grove City	PA	16127	(724) 450-0724	

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LiveToLift LLC	500 Hawk Rdg Dr, Ste 2	Hamburg	PA	19526	(484) 660-3790	
Bandon Fitness (Texas), Inc.	7495 Huntingdon Plaza	Huntingdon	PA	16652	(814) 506-1320	*
EWT Enterprises, Inc.	8969 N Lincoln Hwy, Ste A-2	Irwin	PA	15642	(724) 382-5157	
McCool Enterprises, Inc.	3 Franklin Village Mall	Kittanning	PA	16201	(724) 954-3322	
KMG Fitness, LLC	1551 S Valley Forge Rd	Lansdale	PA	19446	(267) 263-2956	
DTB Holdings II, Inc.	221 Colony Lane	Latrobe	PA	15650	(724) 539-3675	
McCool Enterprises, Inc.	453 Hyde Park Plz	Leechburg	PA	15656	(724) 236-0216	
Troy Longenecker	5479 Pottsville Pike	Leesport	PA	19533	(484) 671-3598	
Country Mile LLC	720 Adams Shoppes RT 228	Mars	PA	16046	(724) 553-5851	
AJB Fitness, Inc.	3961 Washington Rd	McMurray	PA	15317	(724) 942-0024	
Country Mile LLC	5050 William Penn Hwy	Monroeville	PA	15146	(724) 387-1001	
Hawleywood Fit LLC	921 E. Main St.	Mount Joy	PA	17552	(717) 928-8711	*
ZJACS, LLC	3443 Wilmington Rd	New Castle	PA	16105	(724) 654-2470	
Bell Fitness, LLC	1000 Sandy Street, Rear Entrance	Norristown	PA	19401	(610) 239-9500	
L2 FITNESS, LLC	111 Allegheny Ave	Oakmont	PA	15139	(412) 423-8282	
Bandon Fitness (Texas), Inc.	1640 Fairmount Ave, Suite 3	Philadelphia	PA	19130	(267) 519-2554	*
Bell Fitness, LLC	7709 Crittenden St	Philadelphia	PA	19118	(610) 492-2211	
Benjamin Bell	1570 Egypt Rd, Ste 130	Phoenixville	PA	19460	(484) 831-5668	
BB Fit, LLC	2350 Noblestown Rd, #6B	Pittsburgh	PA	15205	(412) 928-3200	*
DTB Holdings II, Inc.	5470 Campbells Run Rd	Pittsburgh	PA	15205	(412) 747-0101	
Lifecycle Advantage, Inc	34 South 4th Street	Pittsburgh	PA	15219	(412) 277-2700	
Lifecycle Advantage, Inc.	251 Mt. Nebo Pointe Dr	Pittsburgh	PA	15237	(412) 635-2407	*
TNT Enterprises, LLC	921 Freeport Rd	Pittsburgh	PA	15238	(412) 408-3240	
Ella-Fourteen, LLC	534 Pottsville Park Plz, Ste 2	Pottsville	PA	17901	(570) 622-0300	
Bandon Fitness (Texas), Inc.	203 Hampton Ave	Punxsutawney	PA	15767	(814) 427-8036	
Axcess Fitness, LLC	3117 Cape Horn Rd	Red Lion	PA	17356	(717) 246-2420	*
McCool Enterprises, Inc.	141 Mulone Dr.	Sarver	PA	16055	(724) 540-1141	
Anderson Fitness & Training LLC	950 E Main St, Ste 215	Schuylkill Haven	PA	17972	(570) 593-8177	
Stratford Fitness LLC	664 Shrewsbury Commons Ave	Shrewsbury	PA	17361	(717) 235-7144	
Bandon Fitness (Texas), Inc.	865 Million Dollar Hwy	St. Marys	PA	15857	(814) 512-4119	*
Fitstate, LLC	2351 Commercial Blvd	State College	PA	16801	(814) 826-2631	
KMG Fitness, LLC	3227 Lincoln Hwy E	Thorndale	PA	19372	(484) 288-8078	
Wysox Wellness LLC	182 Ennis Lane	Towanda	PA	18848	(570) 445-4675	*
Fitness of Coventry, LLC	130 W Main St, Ste 100B	Trappe	PA	19426	(484) 752-4449	
Tunkhannock Wellness LLC	809 Hunter Hwy	Tunkhannock	PA	18657	(570) 445-4135	*
Vato Fitness Uniontown LLC	575 Morgantown St., Room 26	Uniontown	PA	15401	(724) 434-2899	

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Sager Health and Fitness	5021 Adair Avenue	Valencia	PA	16059	(724) 903-0005	
Villanova Dumbbells LLC	789 E Lancaster Ave	Villanova	PA	19085	(610) 520-3488	
Bandon Fitness (Texas), Inc.	74 Market St	Warren	PA	16365	(814) 406-5710	*
BB Fit, LLC	46 Old Mill Blvd	Washington	PA	15301	(724) 222-3100	*
AKT Fitness, LLC	55 Sugar Run Rd	Waynesburg	PA	15370	(724) 802-7980	
C & S Fitness, LLC	1502 W Chester Pike	West Chester	PA	19382	(610) 692-6400	
Exemplar Corp	1100 W Wyomissing Blvd	West Lawn	PA	19609	(484) 987-2624	
R & A Tech, LLC	9795 Perry Hwy	Wexford	PA	15090	(724) 759-2400	
JET FITNESS ENTERPRISES, LLC	1985 Lincoln Way	White Oak	PA	15131	(412) 896-9106	
Lake's Legacy, Inc.	801 Male Rd, Ste 823B.	Wind Gap	PA	18091	(610) 881-4147	
Wyoming Wellness LLC	1056 Wyoming Ave	Wyoming	PA	18644	(570) 338-2839	*
Fitness Associates of York, LLC	930 S Richland Ave	York	PA	17403	(717) 850-9889	*
Zanzi Corp	180-188 County Rd, Ste B	Barrington	RI	02806	(401) 477-9331	
Alexandra Ros, Lance Vachon, and Jordan Miller	576 Metacom Ave	Bristol	RI	02809	(401) 424-1525	*
TGG Fitness, Inc.	1452 Broncos Hwy	Burrillville	RI	02830	(401) 371-2877	
The Marshall Group, LLC	1577 Atwood Ave	Johnston	RI	02919	(401) 383-8889	
Molly Mae, LLC	288 E Main Rd	Middletown	RI	02842	(401) 619-4250	
Rock Haven Ventures, LLC	91 Pt Judith Rd	Narragansett	RI	02882	(401) 284-0313	
Newport Fitness, LLC	199 Connell Highway	Newport	RI	02840	(401) 846-1713	
RHV Kingstown, LLC	1051 Ten Rod Rd	North Kingstown	RI	02852	(401) 386-9001	
MACC Fitness, LLC	577 Greenwich Ave	Warwick	RI	02886	(401) 737-4949	
Peyton Fitness #5 LLC	415 Brooks Rd.	Andrews	SC	29510	(843) 630-6061	*
Carolina Fitness Clubs, Inc.	715 University Vlg Dr	Blythewood	SC	29016	(803) 786-2988	
Baleo Fitness South Carolina LLC	3621 Boiling Springs Rd.	Boiling Springs	SC	29316	(864) 599-6868	
Chapin Fitness, LLC	1237 Chapin Rd, Suite C	Chapin	SC	29036	(803) 941-7397	
Eliza Doolittle Enterprises, LLC	134 South Main Street	Clover	SC	29710	(803) 630-8807	*
Baleo Fitness, Inc.	2808 Devine St	Columbia	SC	29205	(803) 546- 8578	
Micean, LLC	2726 N Lake Dr	Columbia	SC	29212	(803) 407-8866	
Baleo Fitness, Inc.	2153 E Main St, Ste. A-1	Duncan	SC	29334	(864) 336-2565	
Goss Fitness LLC	1011 S Pendleton St	Easley	SC	29642	(864) 307-9924	
S & J Fitness, LLC	1474 Hwy 160 E	Fort Mill	SC	29715	(803) 548-5887	
SYMMETRY HEALTH AND FITNESS INC.	855 Gold Hill Rd, Ste 103	Fort Mill	SC	29708	(803) 802-9091	
Baleo Fitness South Carolina LLC	907 N Fraser St	Georgetown	SC	29440	(843) 527-0005	
Double Tap Ready, LLC	431 St. James Ave	Goose Creek	SC	29445	(843)-793-3646	
ABC Hall Fitness, LLC	100 E Washington St	Greenville	SC	29601	(864) 242-9222	
Casey's Gym Inc.	955 W. Wade Hampton Blvd., #1A	Greer	SC	29650	(864) 879-7972	

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DP Fitness SC #1 Inc.	5090 Ridgeline Ln	Indian Land	SC	29707	(803) 548-9911	
TLB Group, LLC	3293 Maybank Hwy	Johns Island	SC	29455	(843) 559-1000	
Todd Williams and Erica Andres	125 Evergreen Rd	Lake Wylie	SC	29710	(803) 831-1234	
David J. Pohorence	1133 SC 9 Bypass W	Lancaster	SC	29720	(803) 313-2447	
Lester Fitness Club - Red Bank, LLC	1787 S Lake Dr, Stes E,F, G	Lexington	SC	29073	(803) 520-4452	
Jonathan Rogers and Daniel Rogers	107 Bingo Boulevard	Longs	SC	29568	(843) 741-0012	
Baleo Fitness South Carolina LLC	5 W Rigby St	Manning	SC	29102	(803) 435-6999	*
Conduit LLC	736 Mink Ave.	Murrells Inlet	SC	29576	(843) 459-2270	
PJ3 Inc	3471 Belle Terre Blvd, Unit A3-A6	Myrtle Beach	SC	29579	(843) 282-7900	
South Carolina Fitness, LLC	3856 S Kings Hwy	Myrtle Beach	SC	29577	(843) 238-3488	
Newberry Fitness, LLC	1224 Wilson Rd	Newberry	SC	29108	(803) 276-0211	
Peyton Fitness #6 LLC	113 Willbrook Blvd, Unit A	Pawleys Island	SC	29585	(843) 314-0260	
Eliza Doolittle Enterprises, LLC	4124 Celanese Rd	Rock Hill	SC	29732	(803) 558-5119	*
Baleo Fitness, Inc.	163 Hadden Hts Rd	Spartanburg	SC	29301	(864) 699-9332	
Tiger Country Fitness LLP	1045 Fernwood Glendale Rd	Spartanburg	SC	29307	(864) 699-9950	
Baleo Fitness South Carolina LLC	1121 Broad St	Sumter	SC	29150	(803) 469-0999	
Baleo Fitness, Inc.	28 S Main St	Travelers Rest	SC	29690	(864) 610-0986	
Eliza Doolittle Enterprises, LLC	916 E Liberty St	York	SC	29745	(803) 372-9932	
Bandon Fitness (Texas), Inc.	321 S Main Street	Aberdeen	SD	57401	(605) 262-5010	
DKJ Fitness, LLC	908 E Redwood Blvd	Brandon	SD	57005	(605) 582-4104	
Bandon Fitness (Texas), Inc.	720 22nd Ave S	Brookings	SD	57006	(605) 692-2200	
VD Fit, LLC	111 N Main St	Canton	SD	57013	(605) 836-9530	
DKJ Fitness, LLC	2350 Dakota Ave S	Huron	SD	57350	(605) 554-1555	
H&H Fitness Group, LLC	105 South Egan Ave	Madison	SD	57042	(605) 427-0856	
EKH Enterprises, LLC	1620 S Burr St	Mitchell	SD	57301	(605) 292-0833	
MDS Fitness, Inc.	740 E Sioux Ave, Ste 114	Pierre	SD	57501	(605) 224-4011	
Bandon Fitness (Texas), Inc.	772 Mountain View Rd	Rapid City	SD	57702	(605) 791-1775	
Jennifer Burns and Troy Burns	1624 E St. Patrick St, Ste. 106	Rapid City	SD	57703	(605) 791-3242	
HJB Properties L.L.C.	519 1/2 N Main St	Redfield	SD	57469	(605) 302-0130	
Blue Star Investments, LLC	2320 S. Marion Rd, Ste. 100	Sioux Falls	SD	57106	(605) 275-5556	
Blue Star Investments, LLC	6010 S Minnesota Ave	Sioux Falls	SD	57108	(605) 271-7801	
Blue Star Investments, LLC	1407 N Marion Rd	Sioux Falls	SD	57107	(605) 271-4175	*
Blue Star Investments, LLC	4720 E 41st St	Sioux Falls	SD	57110	(605) 274-7000	*
Bandon Fitness (Texas), Inc.	2735 1st Ave	Spearfish	SD	57783	(605) 559-1234	
Salus, LLC	838 E. Cherry St.	Vermillion	SD	57069	(605) 624-9250	
ENG FITNESS LLC	501 1st Ave NE	Watertown	SD	57201	(605) 878-2112	

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Salus, LLC	2509 Fox Run Pkwy	Yankton	SD	57078	(605) 260-0360	
Adam Ray Mayfield	116 E Jackson St	Bolivar	TN	38008	(731) 518-9110	
Fitness Tennessee II, LLC	201 Dover Rd.	Clarksville	TN	37042	(931) 647-0067	
Fitness Tennessee IV, LLC	1820 Tiny Town Rd., Ste C	Clarksville	TN	37042	(931) 919-4990	
Fitness Tennessee VIII LLC	2690 Madison St, Ste 160	Clarksville	TN	37043	(931) 820-1051	
Performance Trinity Life, LLC	20 25th St NW	Cleveland	TN	37311	(423) 464-4434	*
Clinton Fitness LLC	1115 N Charles G Seivers Blvd	Clinton	TN	37716	(865) 463-4455	*
ChattAF LLC	5945 Elementary Way, Ste 119	Collegedale	TN	37363	(423) 910-2229	*
HC Fitness, LLC	2490 Parr Ave	Dyersburg	TN	38024	(731) 285-6616	
KP Fitness LLC	7048 City Ctr Way	Fairview	TN	37062	(615) 799-0200	
Bandon Fitness (Texas), Inc	4115 Mallory Ln	Franklin	TN	37067	(615) 791-9666	
Bandon Fitness (Texas), Inc.	400 Downs Blvd	Franklin	TN	37064	(615) 721-2949	
The Galvanization of Gallatin, LLC	1545 Nashville Pike	Gallatin	TN	37066	(615) 461 7429	
Fuselier Fitness, LLC	5583 Bobby Hicks Rd, Ste 105	Gray	TN	37615	(423) 207-0081	
JBAC Fitness, Inc.	1225 S. Roane St.	Harriman	TN	37748	(865) 590 7429	*
LaCour, Inc.	133 University Pkwy, Ste 103	Jackson	TN	38305	(731) 300-4400	
Bandon Fitness (Texas), Inc.	4210 Main St	Jasper	TN	37347	(423) 939-1300	
LAUGHLIN, LLC	111 Jack White Dr	Kingsport	TN	37660	(423) 398-5103	
Baleo Fitness Tennessee LLC	10926 Spring Bluff Way	Knoxville	TN	37932	(865) 299-6385	
Baleo Fitness Tennessee LLC	7808 Montvue Center Way	Knoxville	TN	37919	(865) 342-7777	*
Baleo Fitness Tennessee LLC	12572 Kingston Pike	Knoxville (Farragut)	TN	37934	(865) 671-1112	
Fitness Tennessee VII LLC	200 Maddox-Simpson Pkwy	Lebanon	TN	37090	(615) 547-4736	
Bandon Fitness (Texas), Inc.	712 N Ellington Pkwy	Lewisburg	TN	37091	(931) 492-9556	
Lexfit, LLC	591 W Church St	Lexington	TN	38351	(731) 249 5854	
JBAC Fitness, Inc.	1987 Hwy 72	Loudon	TN	37774	(865) 657-5132	
Madison Fitness, LLC	1677 Gallatin Pike N	Madison	TN	37115	(615) 540-7490	*
JBAC Fitness, Inc.	3614 Hwy 411	Madisonville	TN	37354	(423) 545-8501	
LaCour, Inc.	13081 S. 1st St.	Milan	TN	38358	(731) 613-2600	
Fitness Tennessee IX, LLC	645 South Mt. Juliet Rd	Mt. Juliet	TN	37122	(615) 754-0157	
TRAINER HOLDINGS LLC	2395 New Salem Hwy, Suite A	Murfreesboro	TN	37128	(615) 893-9464	
Apex Global Ventures, LLC	5513 Edmondson Pike	Nashville	TN	37211	(615) 410-2520	
Fitness Tennessee V, LLC	2310 Lebanon Pike	Nashville	TN	37214	6158869788	
Nate Cave, LLC	2701 Gallatin Pike Rd.	Nashville	TN	37216	(615) 649-8677	
Kris Raper	1989 Winfield Dunn Pkwy, Ste 2-4	Sevierville	TN	37876	(865) 365-1500	
Fitness Tennessee, LLC	1932 Alnaville Rd, Ste 135	Smyrna	TN	37167	(615) 534-2449	
Fitness Tennessee III, LLC	3525 Kedron Rd	Spring Hill	TN	37174	(931) 489-0003	

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Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
Jeffrey O'Mara	787 New Hwy 68	Sweetwater	TN	37874	(423) 271-6118	
Duncan Family Fitness, LLC	4102 Buffalo Gap Rd, B	Abilene	TX	79605	(325) 232-8694	*
Duncan Family Fitness, LLC	1117 E N 10th St	Abilene	TX	79601	(325) 437-2299	*
Metal Health LLC	3130 Hwy 35 S	Alvin	TX	77511	(281) 585-3600	
Alancia Athletics, LLC	18500 W I-40, Ste 2	Amarillo	TX	79124	(806) 542-3500	
Bandon Fitness (Texas), Inc.	3600 S Osage St	Amarillo	TX	79118	(806) 372-2000	
Bandon Fitness (Texas), Inc.	5747 W Amarillo Blvd	Amarillo	TX	79106	(806) 513-2200	
Cancoo LLC	4514 First United Bank Pkwy, Ste 200	Amarillo	TX	79119	(806) 367-9842	
Denton Banister and Benjamin Padgett	5610 Georgia St	Amarillo	TX	79110	(806) 410-1140	
Sanketkumar Desai and Vrunda Desai	804-904 S Central Expy	Anna	TX	75409	(972) 924-3100	
Kern AF Solutions, LLC	1801 Antonio St	Anthony	TX	79821	(915) 277-1448	*
Bandon Fitness (Texas), Inc.	2701 W Park Row Dr	Arlington	TX	76013	(817) 795-1626	
Hung Dang	4101 W. Green Oaks Blvd., Suite 329	Arlington	TX	76016	(817) 672-5040	
Straight Outta Breath, Inc.	18321 West Lake Houston Parkway, Ste 130	Atascocita	TX	77346	(346) 616-0597	
D R Profit Ventures, LLC	201 S Palestine	Athens	TX	75751	(903) 264-2007	
Bandon Fitness (Texas), Inc.	108 N Loop 59	Atlanta	TX	75551	(903) 796-5438	
Hills AF LLC and Julie Hill	26735 US State Hwy 380 E, Ste 116	Aubrey	TX	76227	(972) 346-9955	
G & M Fitness, Inc.	7300 FM 2222, Ste 208	Austin	TX	78730	(512) 372-4000	
Jacob Medina and Brett Hansen	3407 Guadalupe St, Ste A	Austin	TX	78705	(512) 538-0404	
L&L Maq Holdings, LLC	8516 Anderson Mill Rd	Austin	TX	78729	(512) 258-9900	
Sargent Fitness Operations, LLC	2525 W Anderson Ln, Bldg 3 Ste 100 Northcross Mall	Austin	TX	78757	(512) 371-9211	
SOUTH AUSTIN AF, LLC	11720 FM 1826	Austin	TX	78737	(512) 288-0990	
West Austin Training LLC	6911 N FM-620, Ste B-100	Austin	TX	78732	(512) 992-2524	
2J Fitness, LLC	252 Park Pl	Azle	TX	76020	(817) 406-4776	*
Bradley Dower, Brian Doyle, Cameron Lopez, and Corinne Schuster	3540 State Highway 16 S	Bandera	TX	78003	(830) 460-3522	
Bandon Fitness (Texas), Inc.	122 Hasler Shores Dr	Bastrop	TX	78602	(512) 321-1005	
TyLaFitness, LLC	4310 7th St	Bay City	TX	77414	(979) 244-2348	*
B Fit Anytime LLC	1320 E Houston	Beeville	TX	78102	(361) 362-2000	
Big Spring Anytime, LLC	2602 S Gregg St	Big Spring	TX	79720	(432) 264-7222	
Boerne Fitness LLC	1018 River Rd	Boerne	TX	78006	(830) 428-1598	
Fair Oaks Fitness, LLC	9091 Fair Oaks Pkwy	Boerne	TX	78015	(210) 687-1200	
Thomasina Hill	1909 N Hwy 121	Bonham	TX	75418	(903) 486-6979	
Bandon Fitness (Texas), Inc.	1315 W. Wilson St.	Borger	TX	79007	(806) 275-9019	
Brent Johnson and Melissa Johnson	1510 Hwy 59 N	Bowie	TX	76230	(940) 240-2477	
Courageous Investments, LLC and Tatyana Carr	2660 Hwy 36 S	Brenham	TX	77833	(979) 661-8348	*
SETX Fitness II, LLC	1145 Texas Ave	Bridge City	TX	77611	(409) 735-2222	

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Tiran Lopez	5430 FM 359 S Rd, #500	Brookshire	TX	77423	(281) 533-4127	
Gatesville Anytime, LLC	1101 Clements	Brownwood	TX	76801	(325) 646-1909	
Bandon Fitness (Texas), Inc.	1671 Main St, Ste H	Buda	TX	78610	(512) 295-3488	
Tammy Giglio and Shane Giglio	151 Hwy 69 N	Bullard	TX	75757	(903) 894-8178	
Forty-Six Fitness LLC	18670 Hwy 46 Pkwy, Ste C	Bulverde	TX	78163	(830) 438-8971	
P2P Investments, LLC	860 E Renfro St	Burleson	TX	76028	(817) 426-4624	
D R Profit Ventures, LLC	400 E Hwy 243, Ste 25	Canton	TX	75103	(903) 567-1113	
Bandon Fitness (Texas), Inc.	909 23rd St	Canyon	TX	79015	(806) 656-0222	
Bandon Fitness (Texas), Inc.	1175 FM-2673, Ste 8	Canyon Lake	TX	78133	(830) 964-4424	
24-7 Family Fitness, LLC and Brent Johnson	3709 Old Denton Rd	Carrollton	TX	75007	(866) 220-1139	
Eagle Soar Fitness, LLC	2741 East Belt Line Rd	Carrollton	TX	75006	(972) 947-8998	
Avalon Investments, LLC	623 Panola St	Carthage	TX	75633	(903) 283-1710	
JD Fitness, LLC	8055 W Ave	Castle Hills	TX	78213	(210) 366-9001	*
2J Fitness, LLC	116 W Belt Line Rd	Cedar Hill	TX	75104	(972) 637-7300	
Fit Over Forty LLC	2301 S Lakeline Blvd	Cedar Park	TX	78613	(512) 291-7743	
RamFam Fitness LLC	12101 W. Parmer Ln.	Cedar Park	TX	78613	(512) 436-9645	
Wilson Adventures 5 LLC	636 Hwy 31 E, Ste A	Chandler	TX	75758	(903) 849-3700	
Bandon Fitness (Texas), Inc.	1570 S Washington Ave	Cleveland	TX	77327	(832) 966-0366	
MJWREN GROUP LLC	4421 SH6	College Station	TX	77845	(979) 690-8463	
PBG College Station LLC	404 University Drive East	College Station	TX	77840	(979) 977-1515	*
Chad and Tamra Bullard	8300 Precinct Line Rd, Ste 118	Colleyville	TX	76034	(817) 718-2525	
Hulett Investments, LLC	2212 Live Oak St, Ste B	Commerce	TX	75428	(903) 886-8811	
DesAutels Holdings, LLC	850 S Loop 336	Conroe	TX	77304	(936) 900-7079	
Fit Over Forty LLC	3010 E Hwy 190	Copperas Cove	TX	76522	(254) 577-5058	
Persilver Fitness Centers, LLC	200 N 15th St, Ste 1	Corsicana	TX	75110	(903) 874-2800	
Brian Walker, Michael Nesmith and Gregory Pelt	1023 E Loop 304	Crockett	TX	75835	(936) 243-4500	
Bandon Fitness (Texas), Inc.	15110 FM 2100	Crosby	TX	77532	(281) 915-9850	
CROWLEY FITNESS LLC	412 FM-1187	Crowley	TX	76036	(817) 297-4113	
Jon Hawley	15210 Spg. Cypress Rd, Ste F	Cypress	TX	77429	(281) 213-2830	
SHAMROCK HEALTH, LLC	10750 Barker Cypress Rd	Cypress	TX	77433	(281) 892-1525	*
Blue Star Investments, LLC	18216 Preston Rd	Dallas	TX	75252	(972) 867-2635	
Renee Reed and Jacqui Bliss	611 N Bishop Ave, Ste 100	Dallas	TX	75208	(214) 948-6161	
Bandon Fitness (Texas), Inc.	1401 US-287, Ste 200	Decatur	TX	76234	(940) 626-2296	
JT & SH Enterprises, LLC	3515 W FM 120, Ste 126	Denison	TX	75020	(903) 464-2235	
MX2 Fitness, LLC	5050 S Teasley Ln, Ste 104	Denton	TX	76210	(940) 514-1121	
Dripping Springs Fitness, LLC	400 Highway 290 W	Dripping Springs	TX	78620	(512) 858-7171	

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Bandon Fitness (Texas), Inc.	817 E 1st St	Dumas	TX	79029	(806) 717-2220	
Raul Bencomo	3832 S McColl	Edinburg	TX	78539	(956) 800-4949	
A.R. Benco, LLC	3041 N. Zaragoza Rd.	El Paso	TX	79938	(915) 855-0900	
ATF George Dieter LLC	1900 Amy Sue Dr	El Paso	TX	79936	(915) 500-9940	
Kern AF Solutions, LLC	1861 Joe Battle Blvd, Ste 9	El Paso	TX	79936	(915) 600-2818	*
Kern AF Solutions, LLC	7456 Cimarron Market, Ste A	El Paso	TX	79911	(915) 247-3800	*
Kern AF Solutions, LLC	101 Vlg Ct	El Paso	TX	79922	(915) 257-4900	*
Kern AF Solutions, LLC	9120 Viscount Blvd	El Paso	TX	79925	(915) 257-5973	*
Kern AF Solutions, LLC	3800 N Mesa	El Paso	TX	79912	(915) 257-5990	
Kern AF Solutions, LLC	501 N Zaragoza Rd	El Paso	TX	79907	(800) 575-3478	*
Kern AF Solutions, LLC	10910 Montana	El Paso	TX	79936	(915) 257-4070	
Kern AF Solutions, LLC	10641 Kenworthy St	El Paso	TX	79924	(915) 236-1912	*
Kern AF Solutions, LLC	6211 Montana Ave	El Paso	TX	79925	(915) 308-7939	*
Dues Paid LLC	910 W 11th St, Ste 200	Elgin	TX	78621	(512) 285-2226	
Kristopher Chitty	909 E Lennon Dr	Emory	TX	75440	(903) 473-1277	
Randall Fitness Centers (a General Partnership)	200 W Ennis Ave	Ennis	TX	75119	(972) 875-8400	*
K&B Schoby Holdings Company	13150 Senlac Dr, Ste 150	Farmers Branch	TX	75234	(972) 884-4664	
Avalon Investments, LLC	20071 Hwy 155 S	Flint	TX	75762	(903) 833-4394	
Bandon Fitness (Texas), Inc	17968 FM 2493	Flint	TX	75762	(903) 954-2451	
Outcome Enterprises, LLC	528 10th St	Floresville	TX	78114	(830) 393-0200	
Bandon Fitness (Texas), Inc.	1012 Hwy 80	Forney	TX	75126	(972) 552-1038	
Yoder Fitness, LLC	1714 8th Ave	Fort Worth	TX	76110	(817) 207-0900	
The Athlete Incorporated	1420 E Main St, Ste 800	Fredericksburg	TX	78624	(830) 992-3713	
R 4 C Fitness Centers, Inc.	810 S Friendswood Dr	Friendswood	TX	77546	(281) 648-3100	
Quality Fitness, LLC	8745 Gary Burns Dr, Ste 110	Frisco	TX	75034	(214) 872-2272	
LD Hibbard Jr. and Julie Hibbard	905 E Hwy 82, Ste 105	Gainesville	TX	76240	(940) 665-6500	*
Galveston Anytime, LLC	5938 Broadway St	Galveston	TX	77551	(409) 443-5544	*
Find Joy LLC	7602 N Jupiter Rd, Ste 109	Garland	TX	75044	(469) 409-0900	*
Quality Fitness, LLC	2380 Firewheel Pky	Garland	TX	75040	(972) 495-6565	
Engert & Fuselier Investments, LLC	1409 E Main St	Gatesville	TX	76528	(254) 203-9178	
Georgetown Anytime, LLC	105 Wildwood Dr.	Georgetown	TX	78633	(512) 863-9990	
Bandon Fitness (Texas), Inc.	2400 E Austin St, Ste 168	Giddings	TX	78942	(979) 542-1641	
GILMER FAMILY FITNESS, LLC	1095 US-271 N,	Gilmer	TX	75644	(903) 680-2595	
Bandon Fitness (Texas), Inc.	1104 Hwy 16 S	Graham	TX	76450	(940) 549-3800	
JLS Ent. PA	4305 US 377	Granbury	TX	76049	(817) 579-6450	
Buckmaster Fitness LLC	2360 W Camp Wisdom, Ste 190	Grand Prairie	TX	75052	(469) 340-4367	

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2J Fitness, LLC	2350 Hall Johnson Rd, Ste 155	Grapevine	TX	76051	(817) 442-0228	
B&E Fitness LLC	4800 Joe Ramsey Blvd E	Greenville	TX	75401	(903) 455-5500	
Gunbarrel Fitness, LLC	1016 W Main St	Gun Barrel City	TX	75156	(903) 887-2001	*
Deters Investments LLC	702 W Main St, Ste C	Hallsville	TX	75650	(903) 668-3100	
Fuselier Fitness, LLC	5000 Western Center Blvd	Haltom City	TX	76137	(817) 428-8400	
Fit Over Forty LLC	560 E Central Texas Expy, Ste. 103-107	Harker Heights	TX	76548	(254) 393-0004	
Bandon Fitness (Texas), Inc.	181 Avondale Haslet Rd	Haslet	TX	76052	(682) 382-3003	*
Bandon Fitness (Texas), Inc.	203 Laurence Dr	Heath	TX	75032	(972) 202-6594	*
Bandon Fitness (Texas), Inc.	103 St. Paul St, Ste 200	Henderson	TX	75652	(903) 392-2065	
Bandon Fitness (Texas), Inc.	301 Main St	Hereford	TX	79045	(806) 360-4772	*
Engert & Fuselier Investments, LLC	704 N Hewitt Dr	Hewitt	TX	76643	(254) 300-5238	
Hillsboro Fitness, LLC	303 Coke St., Ste. 100	Hillsboro	TX	76645	(254)582-2929	
Tonmar Enterprises, LLC	2509 19th St	Hondo	TX	78861	(830) 423-5500	*
Kern AF Solutions, LLC	13034 Eastlake Blvd	Horizon City	TX	79928	(915) 257-5959	*
Matthew Soileau	1102 Yale St	Houston	TX	77008	(713) 869-3222	
Oakwood Fitness, LLC	2416 Bay Area Blvd	Houston	TX	77058	(281) 990-0850	
Bandon Fitness (Texas), Inc.	200 S Oakridge Dr, Ste 109	Hudson Oaks	TX	76087	(817) 594-3432	
Bandon Fitness (Texas), Inc.	11511 FM-1960	Huffman	TX	77336	(281) 324-3900	
Bandon Fitness (Texas), Inc.	2414 Sam Houston Ave	Huntsville	TX	77340	(936) 337-7400	
DDW Integration, LLC	3401 W Airport Frwy, Ste 216	Irving	TX	75062	(972) 232-7755	
PBG Irving LLC	6941 Riverside Dr, Ste 120	Irving	TX	75039	(972) 957-3666	*
Bandon Fitness (Texas), Inc.	319 E Tena St	Jacksonville	TX	75766	(903) 339-3120	
Young Family Fitness, LLC	305 Limestone Ter	Jarrell	TX	76537	(512)746-6776	
Joshua Fitness, LLC	617 N Broadway St	Joshua	TX	76058	(817) 426-8116	
JB&B Stewart Holdings, LLC and Mary Stewart	217 Hwy 156 N	Justin	TX	76247	(940)648-1099	*
Espinal Fitness, LLC	20045 Katy Fwy	Katy	TX	77450	(832) 802-7999	
SARTIR INVEST LLC	1251 Pin Oak Rd, Ste 113	Katy	TX	77494	(832) 437-1513	
Bandon Fitness (Texas), Inc.	11 Oak Crk Dr, Ste C	Kaufman	TX	75142	(972) 932-2219	
Chad Bullard and Tamra Bullard	761 Keller Pkwy	Keller	TX	76248	(817) 718-7676	
Lil Guy Enterprises, llc	131 Business Park Dr	Kenedy	TX	78119	(830) 583-3500	
Kerrville AF, LLC	849 Junction Hwy	Kerrville	TX	78028	(830) 315-2200	
Waller Entertainment, LLC	2802 W Stan Schlueter Loop, Ste 180	Killeen	TX	76549	(254) 213-3422	
LD Hibbard, Jr. and Julie Hibbard	802 E. McCart St.	Krum	TX	76249	(940) 482-2900	
Bandon Fitness (Texas), Inc.	21195 Hwy 35, Ste 101	Kyle	TX	78640	(512) 268-2247	
Outcome Enterprises, LLC	1414 W Fairmont Parkway	La Porte	TX	77571	(281) 930-9949	
Jonathan Hunter Spence and Jesse Fuselier	20900 FM 1431	Lago Vista	TX	78645	(512) 980-0510	

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Aspera, LLC	1009 East 4th St	Lampasas	TX	76550	(737) 299-7779	
2J Fitness, LLC	7160 Justin Rd, Ste 100	Lantana	TX	76226	(940) 584-0961	*
Matthew Barto	7718 McPherson Rd	Laredo	TX	78045	(956) 608-3141	
Bandon Fitness (Texas), Inc.	13857 US Hwy 87 W, 300	LaVernia	TX	78121	(830) 779-2801	
Austin Cam Fit LLC	4420 W Main St, Ste B	League City	TX	77573	(281) 338-4968	
League City Fitness, Inc.	3202 Marina Bay Dr	League City-Kemah	TX	77565	(281) 535-5700	
Fitness Group, LLC	2800 S Bagdad Rd, Ste H	Leander	TX	78641	(512) 260-9797	
Rumsey & Fuselier Fitness, LLC	1490 Valley Rdg Blvd	Lewisville	TX	75077	(469) 510-8896	
Bandon Fitness (Texas), Inc.	2351 N Main St	Liberty	TX	77575	(936) 336-5700	
Bandon Fitness (Texas), Inc.	14365 W State Hwy 29	Liberty Hill	TX	78642	(512) 778-6844	
Bandon Fitness (Texas), Inc.	618 N. Main St.	Lindale	TX	75771	(903) 882-0202	
Quality Fitness, LLC	2701 Little Elm Pkwy, Ste 150	Little Elm	TX	75068	(469) 200-0291	
Bandon Fitness (Texas), Inc.	1710 S Colorado St, Ste 105	Lockhart	TX	78644	(512) 668-5107	
MnE Fitness, LLC	710 Estes Dr, Ste 100	Longview	TX	75602	(903) 236-0045	
MnE Fitness, LLC	100 Kate St	Longview	TX	75604	(903) 291-9500	
Charles Amato and Debra Braselton	10208 Frankford Ave	Lubbock	TX	79424	(806) 784-2205	
Empresas Noyola, LLC	2950 S John Redditt Dr., Ste. 108	Lufkin	TX	75904	(936) 634-9600	
Bandon Fitness (Texas), Inc.	139 N LHS Dr, Ste 215	Lumberton	TX	77657	(409) 755-1000	
Bandon Fitness (Texas), Inc.	18355 FM-1488, Ste 300	Magnolia	TX	77354	(346) 703-2181	
Talley and Talley LLC	9533 FM 1488	Magnolia	TX	77354	(832) 343-3123	
Marble Falls Anytime, LLC	1407 Mormon Mill Rd	Marble Falls	TX	78654	(830) 798-2424	
MARSHALL FAMILY FITNESS, LLC and Brent Johnson	1806 E End Blvd N, Ste 1000	Marshall	TX	75670	(903) 702-1002	
C & G Fitness Enterprises, LLC	2014 W University Dr, Ste 390	McKinney	TX	75071	(469) 952-3488	
Dog Gum LLC	1860 S Independence Pkwy , Ste 500	McKinney	TX	75072	(972) 924-0424	*
MITT FIT LLC	8480 TX-121, #102	McKinney	TX	75070	(214) 310-3868	
Sunnyvale Fitness, LLC	1200 E Davis St, Ste 130	Mesquite	TX	75149	(972) 203-5858	*
Brent Johnson and Melissa Johnson	1005 E Milam St.	Mexia	TX	76667	(254) 433-8999	
Bandon Fitness (Texas), Inc.	2410 FM 663, Ste 700	Midlothian	TX	76065	(469) 612-3696	
Bandon Fitness (Texas), Inc.	140 Garrett Morris Pkwy	Mineral Wells	TX	76067	(940) 328-0400	
Raul Bencomo	1626 East Griffin Parkway	Mission	TX	78572	(956) 600-8944	
Bandon Fitness (Texas), Inc.	20873 Eva St, Ste A	Montgomery	TX	77356	(936) 449-8100	
Carter Jackson Corp.	910 Pine Market Ave, Ste 100	Montgomery	TX	77316	(936) 657-5151	
MP FAMILY FITNESS LLC	668 S Jefferson Ave	Mount Pleasant	TX	75455	(903) 577-8877	
Avalon Investments, LLC	3801 North St	Nacogdoches	TX	75965	(936) 205-9165	
Bandon Fitness (Texas), Inc.	980 James Bowie Dr	New Boston	TX	75570	(903) 628-0035	
Forty-Six Fitness LLC	2351 Loop 337, Ste C	New Braunfels	TX	78130	(830) 625-5402	

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Clint Gillispie	1501 E 8th St	Odessa	TX	79761	(432) 272-0071	*
Next Level Fitness Group LLC	2190 S. Loop 256	Palestine	TX	75801	(903) 480-6474	*
Bandon Fitness (Texas), Inc.	211 W. 30th Ave.	Pampa	TX	79065	(806) 665-3333	
Brent Johnson	3380 NE Loop 286	Paris	TX	75460	(903) 784-8824	
Bandon Fitness (Texas), Inc.	12573 W Broadway St	Pearland	TX	77584	(832) 736-3654	
Jody Graham Investments, LLC	8703 Broadway St., Ste. 101	Pearland	TX	77584	(832) 736-9150	
Tonmar Enterprises, LLC	804 N Oak St	Pearsall	TX	78061	(830) 267-3131	*
Bandon Fitness (Texas), Inc.	220 South Main St	Perryton	TX	79070	(806) 648-1171	
LD Hibbard, Jr. and Julie Hibbard	770 S Hwy 377, Suite 205	Pilot Point	TX	76258	(940)-686-0659	
Rebecca Moses	1601 Kermit St.	Plainview	TX	79072	(806) 296-7777	
Mrs. 305 Enterprises LLC	6921 Independence Pkwy	Plano	TX	75023	(972) 943-9348	
Prater Fitness LLC	1240 West Oaklawn Rd, Ste 103 & 104	Pleasanton	TX	78064	(830) 268-8444	
TyLaFitness, LLC	300 Tiney Browning Blvd, Ste F	Port Lavaca	TX	77979	(361) 482-0631	*
Bandon Fitness (Texas), Inc.	1170 N Preston Rd, Ste 290	Prosper	TX	75078	(972) 347-9661	
Brent Johnson	8981 TX-34	Quinlan	TX	75474	(903) 708-5818	
Red Oak Fitness, LLC	132 E Ovilla Rd, Ste 12	Red Oak	TX	75154	(972) 576-1121	
Desai Fitness, LLC	904 Audelia Rd, Ste 400	Richardson	TX	75081	(972) 808-6768	*
Freedom Fitness Group, LLC	819 W Arapaho Rd	Richardson	TX	75080	(972) 427-4001	
E-Vista Partners, LLC	15014 Lakefair Dr, Ste A	Richmond	TX	77406	(281) 762-1974	
Madry Barton, LLC	7850 W Grand Pkwy S	Richmond	TX	77406	(281) 207-9890	*
Roycroft Ranch, LLC	635 N Robinson Dr, Ste 1	Robinson	TX	76706	(254) 327-1900	
Rains Gains, LLC	2318 Greencrest Blvd	Rockwall	TX	75087	(972) 722-4441	
G2P, LLC	1636 Minonite Rd, Suite 600	Rosenberg	TX	77469	(832) 612-2828	
CP Fitness, LLC	2650 Gattis School Rd	Round Rock	TX	78664	(512) 919-4104	
Lonnie Larson and Steven Hudson	5290 N AW Grimes	Round Rock	TX	78665	(512) 686-1911	
Bandon Fitness (Texas), Inc.	1029 N Saginaw Blvd, Ste F15	Saginaw	TX	76179	(682) 224-3166	
Bartlett Family Fitness, LLC	701 Williams Rd	Salado	TX	76571	(254) 947-1063	
Herkert Fitness Group (Midland), LLC	4471 Sunset Blvd	San Angelo	TX	76901	(325) 617-7818	
Alamo Ranch Fitness, LLC	14249 Potranco Rd	San Antonio	TX	78253	(210) 564-9003	
Bandon Fitness (Texas), Inc.	24165 Interstate Hwy 10 W, Ste 101	San Antonio	TX	78257	(210) 314-1412	
Bandon Fitness (Texas), Inc.	8202 N Loop 1604 W, Ste 115-116	San Antonio	TX	78249	(210) 877-5305	
Bandon Fitness (Texas), Inc.	6820 Alamo Pkwy	San Antonio	TX	78253	(210) 688-0024	
Extreme Fitness, LLC	3030 Thousand Oaks, Ste 110	San Antonio	TX	78247	(210) 444-9336	
Huebner Fitness, LLC	16535 Huebner Rd	San Antonio	TX	78248	(210) 571-9656	
JK Ybarra Family, LLC	9307 W Loop 1604 N	San Antonio	TX	78254	(210) 488-7616	
Le Jeune Fitness LLC	8126 Tezel Rd	San Antonio	TX	78250	(210) 960-1320	

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NuGo Fitness, LLC	3111 TPC Parkway, #123	San Antonio	TX	78259	(210) 972-4204	
Primeshop Inc.	20079 Stone Oak Pkwy, Ste 2106	San Antonio	TX	78258	(210) 403-2900	
Strattco Unlimited, LLC	14124 Culebra Rd, Ste 110	San Antonio	TX	78253	(210) 625-3828	
TyLaFitness, LLC	9023 Huebner Rd, Ste 100	San Antonio	TX	78240	(210) 596-4033	
TyLaFitness, LLC	4200 McCullough Ave	San Antonio	TX	78212	(210) 829-8400	
TyLaFitness, LLC	5138 UTSA Blvd, Ste 109	San Antonio	TX	78249	(210) 966-8466	
Veronica Durnen and Leo Durnen	26108 Overlook Pkwy, Ste 1110	San Antonio	TX	78260	(830) 714-4540	
Bandon Fitness (Texas), Inc.	1917 Dutton Dr, Ste. 202	San Marcos	TX	78666	(512) 396-2247	
JONESIN, LLC	551 N Stemmons Fwy	Sanger	TX	76266	(940) 458-2020	
Bandon Fitness (Texas), Inc.	4233 FM-1764	Santa Fe	TX	77517	(409) 925-1000	
Bandon Fitness (Texas), Inc.	3820 FM 3009, Ste 140	Schertz	TX	78154	(210) 566-4511	
B Fit Anytime, LLC	501 N Main St	Schulenburg	TX	78956	(979) 505-5055	
Bandon Fitness (Texas), Inc.	380 N Hwy 175	Seagoville	TX	75159	(972) 567-8090	
Forty-Six Fitness LLC	1425 N Hwy 123 Byp	Seguin	TX	78155	(830) 379-2241	
B Fit Anytime LLC	314 Main St	Smithville	TX	78957	(512) 360-0050	*
Nettles Fitness, LLC	4511 College Ave, Ste 150	Snyder	TX	79549	(325) 515-0440	
Cummings Family Holdings, LLC	18217 W Highway 71, Ste 300	Spicewood	TX	78669	(737) 204-4334	
Mariles Offshore Incorporated	1523 Rayford Rd.	Spring	TX	77386	(281) 292-3344	*
Mariles Offshore Incorporated	5645 Treaschwig Rd	Spring	TX	77373	(281) 784-2440	*
Stephenville Fitness, LLC	2115 W Washington St	Stephenville	TX	76401	(254) 434-2514	*
Stockdale Fitness, LLC	404 W Main St	Stockdale	TX	78160	(830) 996-1006	
Becky G Fitness, LLC	17034 University Blvd	Sugar Land	TX	77479	(346) 304-2560	
Sulphur Springs Fitness, LLC	1185 S. Broadway	Sulphur Springs	TX	75482	(903) 885-3434	
Anytime Sweetwater, LLC	1000-C E. Broadway St	Sweetwater	TX	79556	(325) 236-6366	*
Aaron Bernard	106-116 W Lake Dr	Taylor	TX	76574	(512) 309-4194	
ChriJen, LLC	5418 W Adams Ave	Temple	TX	76502	(254) 780-3131	
Bandon Fitness (Texas), Inc.	101 Sam Walton Way	Terrell	TX	75160	(972) 563-4050	
Workout Texarkana LLC	3415 Richmond Rd	Texarkana	TX	75503	(903) 794-5348	
ARROWHEAD FITNESS DFW LLC	5701 E TX-121	The Colony	TX	75056	(469) 795-7676	
Carter Jackson Corp.	3759 FM 1488, Ste #250	The Woodlands	TX	77382	(936) 207-2979	
Brent Johnson and Melissa Johnson	866 S Robb St	Trinity	TX	75862	(936) 260-4656	
Bandon Fitness (Texas), Inc.	1827 Troup Hwy	Tyler	TX	75701	(903) 509-1121	
Bandon Fitness (Texas), Inc.	6435 Old Jacksonville Hwy	Tyler	TX	75703	(903) 617-6590	
Cage Sawyers	385 Henry Hynds Expy	Van Alstyne	TX	75495	(903) 627-4300	
Brent Johnson and Melissa Johnson	4117 Hillcrest Plaza	Vernon	TX	76384	(940) 489-2001	
PBG Victoria LLC	3801 Houston Hwy, Ste 300	Victoria	TX	77901	(361) 703-5018	

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SETX Fitness, LLC	1067 N Main St	Vidor	TX	77662	(409) 769-7767	
HEMA Holdings Waco, LLC	4700 Bosque Blvd, Unit G	Waco	TX	76710	(254) 224-6366	
Bandon Fitness (Texas), Inc.	600 N. Kings Hwy, Ste 5	Wake Village	TX	75501	(903) 832-5438	
Lakeside Fitness, LLC	1011 N Hwy 77, Ste 103	Waxahachie	TX	75165	(972) 923-2171	*
Bandon Fitness (Texas), Inc.	1108 S Main St	Weatherford	TX	76086	(682) 290-6954	
Bandon Fitness (Texas), Inc.	2407 N Richmond Rd	Wharton	TX	77488	(979) 282-9000	
WHITE OAK FAMILY FITNESS LIMITED LIABILITY COMPANY	202 W US Hwy 80	White Oak	TX	75693	(903) 297-4740	
Bandon Fitness (Texas), Inc.	601 Hwy 110 N	Whitehouse	TX	75791	(903) 871-3218	
Bandon Fitness (Texas), Inc.	1100 N Trinity St	Whitney	TX	76692	(254) 694-2020	
Bandon Fitness (Texas), Inc	12501 Canyon Falls Blvd	Willis	TX	77318	(936) 701-5097	*
Bandon Fitness (Texas), Inc.	14306 RR-12, Ste 8, 9-10	Wimberley	TX	78676	(512) 847-8887	
Brent Johnson and Melissa Johnson	1121 S Magnolia , Ste 200	Woodville	TX	75979	(409) 402-5222	
Engert & Fuselier Fitness, LLC	101 S Ballard St	Wylie	TX	75098	(972) 461-1600	
B Fit Anytime, LLC	710 Yoakum St	Yoakum	TX	77995	(361) 298-5400	
JUSTINTIME, LLC	533 W 750 S	Bountiful	UT	84010	(385) 414-2768	
Caliber Fit, LLC	1803 W 1800 N, Ste E4	Clinton	UT	84015	(801) 775-0222	
Terri E McQuiston/Grantsville Fitness, LLC	225 E. Main St	Grantsville	UT	84029	(435) 884-5565	
Vast Fitness LLC	455 N Washington Blvd, Ste 432	Harrisville	UT	84404	(385) 600-7060	
CSL Fitness, LLC	11117 North Alpine Hwy	Highland	UT	84003	(801) 230-9119	
Omada Holdings LLC	390 W State St	Hurricane	UT	84737	(435) 429-1855	
Caliber Fitness, LLC	1330 E Hwy 193, Ste C2	Layton	UT	84040	(801) 771-5100	
Bandon Fitness (Texas), Inc.	785 E Fort Union Blvd	Midvale	UT	84047	(801) 559-7373	*
CB3, LLC	742 Highway 198	Payson	UT	84651	(801) 400-6549	
Iron Paradise LLC	652 Price River Drive	Price	UT	84501	(435) 660-5050	*
JT Fitness, LLC	2722 West 12600 South	Riverton	UT	84065	(801) 878-3388	
Ultimate Potential, LLC	2332 E 2100 S	Salt Lake City	UT	84106	(801) 891-8388	
Justintime, LLC	328 E Crossroads Blvd	Saratoga Springs	UT	84045	(801) 768-8900	
AF Springville LLC	665 E 400 S	Springville	UT	84663	(801) 491-9977	
Omada Holdings, LLC	250 Red Cliffs Dr	St. George	UT	84790	(435) 900-3090	
Stansbury Fitness, LLC	500 E. Village Blvd., Ste. 103	Stansbury Park	UT	84074	(435) 882-7478	
Douglas S. McQuiston	227 N Main St	Tooele	UT	84074	(435) 882-1811	
Beast Mode Fitness, Inc.	2003 W Hwy 40, Ste K10	Vernal	UT	84078	(435) 789-9955	
JT Fitness, LLC	773 E Mill Rd	Vineyard	UT	84059	(385) 203-2348	*
AKAD Capital, Inc.	120 Depot St	Bennington	VT	05201	(802) 681-0161	
Tinman Enterprises, LLC	217 Woodstock Ave, Ste F	Rutland	VT	05701	(802) 855-8253	
Kris Hartz, LLC	220 Cook St	Abingdon	VA	24210	(276) 525-1278	

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Alexandria The Great, LLC	7009 Manchester Blvd, Ste E	Alexandria	VA	22310	(703) 822-9950	
Leveret VII, LLC	6090 Rose Hill Dr	Alexandria	VA	22310	(703) 774-3057	
Fitnation, LLC	1919 N Lynn St, STE 103	Arlington	VA	22209	(571) 339-1919	
Gupta Fitness Inc.	113 Junction Drive	Ashland	VA	23005	(804) 412-4999	
Vato Fitness Bealeton LLC	6394 Village Center Dr.	Bealeton	VA	22712	(540) 340-4898	
Sayvor, LLC	19 1st St, Ste 201	Berryville	VA	22611	(540)-300-6928	
Anytime VA, LLC	1480 S Main St, Ste 100	Blacksburg	VA	24060	(540) 951-1340	*
Protti-Lawrence Fitness LLC	537 Commerce Dr	Bluefield	VA	24605	(276) 322-7781	
Bazzari, LLC	10350 Bristow Ctr Dr	Bristow	VA	20136	(571) 261-9661	
Critical Skills Consulting, LLC	13609 Carrollton Blvd, Suites 8,9-10	Carrollton	VA	23314	(757) 745-7060	
PK Fitness, Inc.	1051 Claypool Hill Mall Rd	Cedar Bluff	VA	24609	(276) 598-4708	
Immersion Incorporated	14511 US Route 50, Suite K	Chantilly	VA	20151	(703) 376-8550	
Threeboys Fitness, LLC	1434 Rolkin Ct	Charlottesville	VA	22911	(434) 971-5566	*
Bandon Fitness (Texas), Inc.	1501 Cedar Rd	Chesapeake	VA	23322	(757) 410-5522	
Blue Heron Fitness, Inc.	237 Carmichael Way	Chesapeake	VA	23322	(757) 651-4146	
Shashi Enterprises LLC	12324 Bermuda Crossroad Ln.	Chester	VA	23831	(804) 768-6000	
Fast Eddie's Fitness IV, LLC	767 Nalles Mill Rd	Culpeper	VA	22701	(540) 317-1142	
Tadik Corporation	5255 Waterway Dr	Dumfries	VA	22025	(703) 590-9900	
JAMfit, LLC	9527 Braddock Rd	Fairfax	VA	22032	(703) 570-8998	
Anytime VA, LLC	7339 Lee Hwy	Fairlawn	VA	24141	(540) 633-3004	*
Franklin Fitness, LLC	1347 Armory Dr.	Franklin	VA	23851	(757) 304-6444	*
Fast Eddie's Too LLC	27 S Gateway Dr	Fredericksburg	VA	22406	(540) 217-6745	
William Lewis Foxx Jr.	710 Amelia St	Fredericksburg	VA	22401	(540) 680-5955	
Fast Eddie's Fitness III, LLC	70 Riverton Commons Dr.	Front Royal	VA	22630	(540) 636-4434	
Bandon Fitness (Texas), Inc.	16 Towne Center Way	Hampton	VA	23666	(757) 224-6999	
Rumsey & Fuselier Fitness, LLC	7084 Hayes Shopping Ct	Hayes	VA	23072	(804) 684-1430	
Groove Hospitality LLC	2599 John Milton Dr.	Herndon	VA	20171	(571) 520-7778	
Fast Eddie's Fitness, LLC	16453 Merchants Ln	King George	VA	22485	(540) 709-7950	
Lovettsville Fitness LLC	18 Town Square	Lovettsville	VA	20180	(540) 668-5224	
Sodhi Inc.	81 Callohill Dr	Lovingston	VA	22949	(434) 263-5559	
MadFox, LLC	46 Madison Plz Dr	Madison	VA	22727	(434) 616-6671	
Leveret VIII, LLC	8224 Spruce St	Manassas Park	VA	20111	(703) 621-1443	
Callan Drive Investments LLC	118 Atkins Farm Lane	Marion	VA	24354	(276) 378-7676	
AF Mechanicsville Inc.	8319 Bell Creek Rd	Mechanicsville	VA	23116	(804) 730-4548	*
Eric Gleason and Samantha Gleason	2406B E. Little Crk. Rd.	Norfolk	VA	23518	(757) 383-6298	
Robert Stumpf and Evan Stumpf	780 W. 20th St.	Norfolk	VA	23517	(757) 965-2348	

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Baleo Fitness Virginia LLC	12379 B James Madison Hwy	Orange	VA	22960	(540) 672-1252	
Gupta Enterprises Inc.	68 Heritage Dr., Unit 2	Palmyra	VA	22963	(434) 591-1105	
The Premonition of Purcellville, LLC	609 E Main St	Purcellville	VA	20132	(540) 441-3930	
Critical Skills Consulting LLC	11740 W Broad St	Richmond	VA	23233	(804) 418 3753	
Dave & Myra, LLC	7101 Forest Hill Ave	Richmond	VA	23225	(804) 404-3604	
AFG, LLC	5924 Seminole Trl, Ste 105	Ruckersville	VA	22923	(434) 985-3523	
Anytime Salem, LLC	35 Spartan Dr	Salem	VA	24153	(540) 375-2900	*
William Lewis Foxx Jr.	7501 Graham St	Spotsylvania	VA	22553	(540) 805-5164	
United Partners LLC	6400 Brandon Ave	Springfield	VA	22150	(703) 936-7070	
Aaryan Fitness LLC	815 Wonder Road, Suite 120	Stafford	VA	22554	(703) 891-1972	
Bandon Fitness (Texas), Inc.	25 Tech Pkwy	Stafford	VA	22556	(540) 877-6933	
Baleo Fitness Virginia LLC	20 Bobby's Way, Ste 103	Staunton	VA	24401	(540) 221-2900	
Fast Eddie's Fitness V, LLC	100 Founders Wy, Suite 6, 7, 8	Strasburg	VA	22657	(540) 242-3288	
Critical Skills Consulting, LLC	2999 Corporate Ln	Suffolk	VA	23434	(757) 809-3116	
Critical Skills Consulting LLC	3352 Princess Anne Rd, Suite 905	Virginia Beach	VA	23456	(757) 301-7800	
Critical Skills Consulting, LLC	2090 Princess Anne Rd, Suite 100	Virginia Beach	VA	23456	(757) 689-4712	
Eric Gleason and Samantha Gleason	4324 Holland Rd.	Virginia Beach	VA	23452	(757) 498-3274	
Fitness 5, Inc.	1079 Independence Blvd.	Virginia Beach	VA	23455	(757) 963-7998	
Impressive Fitness, LLC	1274 N Great Neck Rd.	Virginia Beach	VA	23454	(757) 227-9447	
JL Fitness LLC	968 Laskin Rd.	Virginia Beach	VA	23451	(757) 962-0802	
Sugoi Fitness LLC	5705 Lynnhaven Pkwy, #105	Virginia Beach	VA	23464	(757) 233-0240	
Vato Fitness Warrenton LLC	251 West Lee Hwy	Warrenton	VA	20186	(540) 359-5658	
Critical Skills Consulting, LLC	5251 John Tyler Hwy, Ste 31	Williamsburg	VA	23185	(757) 903-4265	
Stratford Fitness LLC	11403 Windsor Blvd, Ste D-E	Windsor	VA	23487	(757) 870-2737	
Intelligence and Systems Solutions Inc.	16705 River Rdg Blvd	Woodbridge	VA	22191	(703) 441-1800	
Second Sigma LLC	12751 Marblestone Dr	Woodbridge	VA	22192	(703) 680-6340	*
Sayvor, LLC	1025 S Main St	Woodstock	VA	22664	(540) 409-5791	
Protti-Lawrence Fitness, LLC	1155 N 4th St	Wytheville	VA	24382	(276) 335-2122	
Yorktown AF LLC	5304 George Washington Memorial Hwy	Yorktown	VA	23692	(757) 369-4844	
Baleo Fitness Virginia LLC	75 Freedom Dr	Zion Crossroads	VA	22942	(540) 832-0434	
STS Investments, Inc.	2616 Simpson Ave	Aberdeen	WA	98520	(360) 637-9111	
Zach Fullwiler	104 S Olympic Ave	Arlington	WA	98223	(360) 322-6643	
Dynamic Fitness Solutions, LLC	2219 Rimland Dr, Ste 103	Bellingham	WA	98226	(360) 986-5600	
Dynamic Fitness Solutions, LLC	115 W Kellogg Rd	Bellingham	WA	98226	(360) 306-5858	*
ROQ Fitness, LLC	3125 Old Fairhaven Pkwy, Ste 101	Bellingham	WA	98225	(360) 788-5900	
Mike Andes Enterprises LLC	8115 Birch Bay Sq St	Blaine	WA	98230	(360) 393-3330	

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JWMII Corp.	135 Jefferson Ave	Buckley	WA	98321	(360) 829-5156	
Jason Wilson	515 Harrison Ave., Ste. B	Centralia	WA	98531	(360) 736-1900	
SMS Fit, Inc.	3 W Crawford St	Deer Park	WA	99006	(509) 276-5880	
The Tyler Corporation LLC	21819 Marine View Dr S	Des Moines	WA	98198	(206) 460-1212	
Building Better Bodies, LLC	2620 Williamson Pl NW	Dupont	WA	98327	(253) 267-5425	
Isaiah Wily and Sarah Wily	515 Grant Rd	East Wenatchee	WA	98802	(509) 888-1559	
46 Belly LLC	22824 100th Ave West	Edmonds	WA	98020	(425) 670-2373	
Bodyworks, Inc.	2305 W Dolarway Rd	Ellensburg	WA	98926	(509) 925-5445	
Elma Fitness, LLC	3 Shouweiler Rd	Elma	WA	98541	(360) 861-8340	
KASH, Inc.	514 Basin St NW	Ephrata	WA	98823	(509) 754-1066	
Melinda Lewis and Corey Lewis	1614 SW Dash Point Rd	Federal Way	WA	98023	(206) 212-6176	
Leslie Hoefer and Michael Hoefer	5905 Portal Way	Ferndale	WA	98248	(360) 393-3779	
North Range Ventures, LLC	5275 Olympic Dr NW	Gig Harbor	WA	98335	(253) 509-2747	
Jaime De La Torre	121 Sunnyside Ave	Granger	WA	98932	(509) 383-6111	*
GSD Balanced Fitness, Inc.	2909 S Quillan St, Ste 164	Kennewick	WA	99337	(509) 870-3730	*
Fitness Kent, LLC	13210 SE 240th St, Ste A-1	Kent	WA	98042	(253) 487-1604	
AF Three, LLC	6533 132nd Ave NE	Kirkland	WA	98033	(425) 968-2341	
J. LINDBERG COMPANY	4200 6th Ave SE, Ste 101	Lacey	WA	98503	(360) 456-5100	
Bandon Fitness (Texas), Inc.	25 95th Dr NE, Ste 107	Lake Stevens	WA	98258	(425) 334-1200	
Melinda Lewis	8520 Steilacoom Blvd SW	Lakewood	WA	98498	(253) 589-5277	
ASFITNESS LLC	23505 E Appleway	Liberty Lake	WA	99019	(509) 891-6800	
Leslie Hoefer and Michael Hoefer	6918 Hannegan Rd	Lynden	WA	98264	(360) 306-8668	
Leslie Hoefer and Michael Hoefer	111 North 17th St	Lynden	WA	98264	(360) 543-8200	
Fit Family Lynnwood, LLC	4114 198th St SW	Lynnwood	WA	98036	(425) 409-9067	*
NLX PNW LLC	1523 132nd St SE	Mill Creek	WA	98208	(425) 225-6116	
Building Better Bodies, LLC	900 Meridian Ave E, Ste 30	Milton	WA	98354	(253) 517-8431	
East Hastings LLC	619 N Stratford Rd	Moses Lake	WA	98837	(509) 764-0933	
Jaime De La Torre	304 West Seattle Ave	Moxee	WA	98936	(509) 902-8212	*
Dynamic Fitness Solutions, LLC and Home Run Fitness, LLC	205 W Stewart Rd	Mt Vernon	WA	98273	(360) 873-8377	*
AJAJ, LLC	401 Washington Ave. N.	Orting	WA	98360	(360) 893-2443	
Lion Fitness LLC	740 E Main St, PO Box 506	Othello	WA	99344	(509) 488-3484	
ABC Boddy, LLC	112 Del Guzzi Dr, Ste. 5	Port Angeles	WA	98362	(360) 457-3200	
MDS Fitness--Pullman, LLC	690 SE Bishop Blvd, Ste A	Pullman	WA	99163	(509) 332-3100	
Building Better Bodies, LLC	17615 85th Ave Ct E	Puyallup	WA	98375	(253) 210-8005	
Evans Family Fitness LLC	14312 Meridian Ave E	Puyallup	WA	98373	(253) 268-3352	
Baleo Fitness Washington LLC	918 13th Ave SW, Ste G	Quincy	WA	98848	(509) 797-2100	

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Northwest Wellness & Fitness, LLC	23435 NE Novelty Hill Rd, Ste. F 503	Redmond	WA	98053	(425) 898-1199	
46 Belly LLC	64 Rainier Ave S	Renton	WA	98057	(253) 487-2044	
MLM Fitness, LLC	4326 S Settler Drive	Ridgefield	WA	98642	(360) 557-2021	
AF Two, LLC	4524 Klahanie Dr SE	Sammamish	WA	98029	(425) 395-7248	
Darren Gillespie and Sean Erhardt	110 W Galer St	Seattle	WA	98119	(206) 535-7573	
Fitness Pro, LLC	837 N. 34th St., Ste. 220	Seattle	WA	98103	(206) 545-4348	
Saldana Group, LLC	1700 E Madison, Suite B	Seattle	WA	98122	(206) 328-4455	
Saldana Group, LLC	2222 California Ave SW	Seattle	WA	98116	(206) 306-6676	
Dynamic Fitness Solutions, LLC and Home Run Fitness, LLC	922 3rd St	Sedro-Woolley	WA	98284	(360) 986-5888	
Bradshaw Development, Inc.	201 S 1st St	Selah	WA	98942	(509) 698-3500	
PH Fitness LLC	10131 Old Olympic Hwy.	Sequim	WA	98382	(360) 683-4110	
J. LINDBERG COMPANY	2121 Olympic Hwy N, Ste. 103-106	Shelton	WA	98584	(360) 462-2600	
Bandon Fitness (Texas), Inc.	2603 Bickford Ave, Ste C	Snohomish	WA	98290	(425) 374-3756	
Bandon Fitness (Texas), Inc.	7713 Center Blvd SE, #120	Snoqualmie	WA	98065	(425) 396-1312	
Building Better Bodies, LLC	22307 Mountain Hwy E	Spanaway	WA	98387	(253) 875-7976	
Jon Hawley	8901 E Trent Ave, Ste 107	Spokane	WA	99212	(509) 315-5023	
Jon Hawley	10511 W Aero Rd	Spokane	WA	99224	(509) 624-2929	
Kentra Corp.	1804 W Francis Ave	Spokane	WA	99205	(509) 624-4444	
Random Fitness LLC	7104 265th St NW, Ste 130	Stanwood	WA	98292	(360) 939-9593	
Bradshaw Development, Inc.	1710 East Gregory Ave	Sunnyside	WA	98044	(509) 837-7575	
Jeff Harrison	2623 N Pearl St	Tacoma	WA	98407	(253) 327-1515	
Fit City NW, LLC	425 S Elm St, Ste 3	Toppenish	WA	98948	(509) 314-6677	
IJEM, LLC	5743 Little Rock Rd SW, Ste 115	Tumwater	WA	98512	(360) 352-2600	
Bradshaw Development, Inc.	2529 Main St	Union Gap	WA	98903	(509) 469-4990	
Brian Doan and Lynnette Doan	6713 NE 63rd St	Vancouver	WA	98661	(360) 946-2459	*
John Pax and Tracy Pax	710 Esther St	Vancouver	WA	98660	(360) 635-5350	
Fit City NW, LLC	220 W 1st St	Wapato	WA	98951	(509) 584-0202	
Clidro Concepts, LLC	1700 Main St	Washougal	WA	98671	(360) 210-7765	*
Wily Fitness, LLC	950 N Wenatchee Ave	Wenatchee	WA	98801	(509) 888-7200	
Bradshaw Development, Inc.	5611 Summitview Ave	Yakima	WA	98908	(509) 965-0900	
Building Better Bodies, LLC	1304 Yelm Ave E	Yelm	WA	98597	(360) 338-3200	
Bridgeport Fitness, LLC	1198 W Main St	Bridgeport	WV	26330	(304) 933-3192	
Kesling, Inc.	90 Skyline Plaza Dr	Buckhannon	WV	26201	(304) 473-1126	
Vato Fitness Charles Town LLC	136 Patrick Henry Way	Charles Town	WV	25414	(304) 433-5959	*
Bandon Fitness (Texas), Inc.	5707 MacCorkle Ave SE, Ste 80	Charleston	WV	25304	(304) 925-8500	
Kesling, Inc.	46 Plantation Way	Elkins	WV	26241	(681) 298-5017	*

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CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
Jeremy Elswick	303 Crossing Mall	Elkview	WV	25071	(304) 965-8888	
Daniel Miller	7 Liberty Plz	Hurricane	WV	25526	(304) 757-2407	
Sager Health and Fitness LLC	475 Oakland St	Morgantown	WV	26505	(304) 745-2001	*
Durand AF, LLC	1410 Lafayette Ave	Moundsville	WV	26041	(304) 810-0454	
Antioch AF LLC	265 N State Rt 2	New Martinsville	WV	26155	(304) 455-8900	
Daniel Miller	345 Mall Rd	Oak Hill	WV	25901	(304) 469-5204	*
Daniel Miller	100 Fitness Dr	Ripley	WV	25271	(304) 372-8381	*
Daniel Miller	1445 MacCorkle Ave	St. Albans	WV	25177	(304) 727-4500	
Kesling, Inc.	235 Merchant Walk	Summersville	WV	26651	(681) 355-0214	*
Robert and Ashley Vanier	501 Superior St	Antigo	WI	54409	(715) 350-4444	
Bandon Fitness (Texas), Inc.	1401 N Casaloma Dr	Appleton	WI	54913	(920) 730-1000	
Bandon Fitness (Texas), Inc.	W 3171 Springfield Drive	Appleton	WI	54915	(920) 882-2272	
Big Baldwin Fitness, LLP	725 Energy Street	Baldwin	WI	54002	(715) 688-9413	
AF Baraboo, LLC	434 WI-136	Baraboo	WI	53913	(608) 356-3633	
Two 10's Iron Dens, LLC	1626 N Spring St	Beaver Dam	WI	53916	(920) 219-9606	
Arrowd1 LLC	2240 Prairie Ave, Northgate Plz Units 18-23	Beloit	WI	53511	(608) 363-9999	
ACE Fitness, LLC	2205 N Calhoun Rd	Brookfield	WI	53005	(262) 993-9111	
K Smith Fitness Cedarburg, Inc.	W63 N143 Washington Ave	Cedarburg	WI	53012	(262) 375-9300	
AF Columbus, LLC	201 Industrial Dr	Columbus	WI	53925	(920) 626-5005	
AF Cottage Grove, LLC	203 W Cottage Grove Rd	Cottage Grove	WI	53527	(608) 839-1111	
JM Fitness LLC	5879 S Packard Ave	Cudahy	WI	53110	(414) 483-1921	
AF Deforest 2, LLC	615 S Main St	De Forest	WI	53532	(608) 846-6868	
OMEGA MIDWEST, LLC	811 Main Ave	De Pere	WI	54115	(920) 338-8500	
The Master's Holdings, Inc.	1420 E Geneva	Delavan	WI	53115	(262) 728-2407	
AF Dodgeville, LLC	401 N Iowa St	Dodgeville	WI	53533	(608) 930-2691	
Haag Enterprises LLC	2625 Birch St	Eau Claire	WI	54703	(715) 831-6200	
Haag Enterprises LLC	329 Water St	Eau Claire	WI	54703	(715) 831-6400	
Haag Enterprises LLC	2532 Golf Rd	Eau Claire	WI	54701	(715) 831-8600	
AF Edgerton 2, LLC	121 W Fulton St	Edgerton	WI	53534	(608) 884-0107	
AF Elkhorn, LLC	825 N Wisconsin St	Elkhorn	WI	53121	(262) 379-8800	
AF Evansville, LLC	821 Brown School Rd	Evansville	WI	53536	(608) 882-5644	
AF Fitchburg 2, LLC	2980 Cahill Main	Fitchburg	WI	53711	(608) 298-9898	
AF Fitchburg, LLC	6250 Nesbitt Rd, Ste 600	Fitchburg	WI	53719	(608) 270-9500	
ACE Fitness LLC	209 N Macy St, Ste. B	Fond du Lac	WI	54935	(920) 921-4800	
AF Fort Atkinson, LLC	308 Washington St	Fort Atkinson	WI	53538	(920) 563-3070	
Omega Midwest. LLC	2818 W Rawson Ave	Franklin	WI	53132	(414) 304-5254	

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CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
K Smith Germantown, LLC	W175-N11162 Stonewood Dr	Germantown	WI	53022	(262) 502-1800	
Integrity Fitness, LLC and Chad Moeller Fitness LLC	450 N Military Ave	Green Bay	WI	54303	(920) 569-6351	
K Smith Fitness Hartford, Inc.	1542 E Sumner St	Hartford	WI	53027	(262) 673-7300	*
Omega Midwest. LLC	520 Hartbrook Dr	Hartland	WI	53029	(262) 369-9300	
Bandon Fitness (Texas), Inc.	1701 Ward Ave, Ste 201	Hudson	WI	54016	(715) 386-5020	
AF Milton Ave, LLC	2600 Humes Rd, Ste 190	Janesville	WI	53545	(608) 756-0007	
AF Jefferson, LLC	850 E Reinel St	Jefferson	WI	53549	(920) 674-6616	*
OMEGA MIDWEST, LLC	310 E Ann St	Kaukauna	WI	54130	(920) 759-9901	*
Arecco Investments LLC	611 56th St, 3rd Fl	Kenosha	WI	53140	(262) 612-3155	
Omega Midwest. LLC	2304 18th St	Kenosha	WI	53144	(262) 925-1875	
Omega Midwest. LLC	112-114 5th Ave S	La Crosse	WI	54601	(608) 519-5990	
Omega Midwest. LLC	3514 Mormon Coulee Rd	La Crosse	WI	54601	(608) 796-9119	
AF Lake Geneva, LLC	116-118 E Geneva Sq	Lake Geneva	WI	53147	(262) 248-2422	
AF Lake Mills, LLC	395 W Tyrana Park Rd	Lake Mills	WI	53551	(920) 648-2121	*
AF Atwood Ave, LLC	2045 Atwood Ave	Madison	WI	53704	(608) 286-1050	*
AF Downtown, LLC	301 East Campus Mall, Suite 203	Madison	WI	53715	(608) 237-2717	
AF East Madison, LLC	6420 Cottage Grove Rd	Madison	WI	53718	(608) 221-1222	
AF Midvale Blvd, LLC	515 S Midvale Blvd, Ste 5	Madison	WI	53711	(608) 231-4447	*
AF North Madison, LLC	1193 N Sherman Ave	Madison	WI	53704	(608) 245-1616	
James Moyer	112 N Central Ave	Marshfield	WI	54449	(715) 898-1122	
AF Mauston, LLC	414 E State St	Mauston	WI	53948	(608) 847-2224	
AF McFarland, LLC	5802 Hwy 51	McFarland	WI	53558	(608) 838-8111	
Omega Midwest. LLC	N56 W14108 Silver Spg Dr	Menomonee Falls	WI	53051	(262) 781-3220	
Tracy and Ryon Savasta	1700 Stout St	Menomonie	WI	54751	(715) 309-4441	
Omega Midwest. LLC	1360 W. Mequon Rd.	Mequon	WI	53092	(262) 302-3220	
AF Merrill, LLC	3410 E Main St	Merrill	WI	54452	(715) 722-0046	
AF Middleton, LLC	1011 N Gammon Rd	Middleton	WI	53562	(608) 836-3131	
Integrity Fitness SB LLC and Chad Moeller Fitness LLC	679 S Janesville St	Milton	WI	53563	(608) 580-0109	
Bandon Fitness (Texas), Inc.	6015 W Forest Home Ave	Milwaukee	WI	53220	(414) 259-9999	
Fitness Partners, LLC	1555 N Water St	Milwaukee	WI	53202	(414) 210-2598	
Fitness Partners, LLC	2170 Farwell Ave	Milwaukee	WI	53202	(414) 319-1111	
KRS Fitness, LLC	6817 W Brown Deer Rd	Milwaukee	WI	53223	(414) 365-9100	
AF Monona, LLC	6000 Monona Dr	Monona	WI	53716	(608) 222-9699	
AF Monroe 2, LLC	301 6th Ave W, Ste 107	Monroe	WI	53566	(608) 325-2222	
AF Mount Horeb, LLC	1209 Springdale St	Mount Horeb	WI	53572	(608) 995-9955	*
Omega Midwest. LLC	937 Greenridge Ct	Mukwonago	WI	53149	(262) 378-3169	

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CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
Omega Midwest. LLC	7759 Racine Ave	Muskego	WI	53150	(414) 240-8150	
Bandon Fitness (Texas), Inc.	860 Fox Pt Plz	Neenah	WI	54956	(920) 725-0500	
NXT Level Fitness, LLC	1111 N Shawano St	New London	WI	54961	(920) 982-9922	
BFTSM, LLC	144 W 3rd St, Ste B	New Richmond	WI	54017	(715) 246-4500	
AF Oconomowoc, LLC	1288 Summit Ave, Ste 114	Oconomowoc	WI	53066	(262) 567-1101	
Omega Midwest. LLC	1220 Crossing Meadows Dr, Ste 150	Onalaska	WI	54650	(608) 783-1120	
Omega Midwest. LLC	845 Market St, Unit 2	Oregon	WI	53575	(608) 835-7200	
FourF, LLC	312 N Koeller St	Oshkosh	WI	54902	(920) 424-5000	
AF Platteville, LLC	555 Ellen St	Platteville	WI	53818	(608) 348-8811	
Moyer Enterprises Plover, LLC	1836 Plover Rd	Plover	WI	54467	(715) 544-4050	
T & A Fitness, LLC	542 Walton Dr	Plymouth	WI	53073	(920) 892-8282	
Omega Midwest. LLC	155 Sweetwater Blvd	Port Washington	WI	53074	(262) 536-4524	
AF Portage, LLC	2800 New Pinery Rd	Portage	WI	53901	(608) 745-0250	
Omega Midwest. LLC	40 Riverside Square	Prairie du Chien	WI	53821	(608) 326-1550	
AF Sauk City, LLC	1400 Prairie St	Prairie Du Sac (Sauk City)	WI	53578	(608) 643-0777	
AF Reedsburg, LLC	101 W Main St	Reedsburg	WI	53959	(608) 524-2444	
Moyer Enterprises Consolidated Inc.	1301 Lincoln Street	Rhineland	WI	54501	(715) 350-6964	
AF Richland Center, LLC	100 Richland Square	Richland Center	WI	53581	(608) 383-1707	*
Omega Midwest. LLC	1069 W Fond Du Lac St	Ripon	WI	54971-9260	(920) 748-7880	
AF River Falls LLC	1660 Commerce Ct.	River Falls	WI	54022	(715) 425-0225	
ACE FITNESS LLC	627 Woodland Plz	Seymour	WI	54165	(920) 785-1530	
T & A Fitness, LLC	2701 S. Business Dr	Sheboygan	WI	53081	(920) 457-1700	
The Master's Holdings, Inc.	4009 N Oakland	Shorewood	WI	53211	(414) 332-1111	
Emily Nehring	24556 State Hwy 35/70	Siren	WI	54872	(715) 349-2582	
Spartan Fitness, LLC & Tammy Stickney	2101 West Wisconsin Street	Sparta	WI	54656	(608) 269-2055	
Moyer Enterprises, LLC	200 N Division St, Ste E	Stevens Point	WI	54481	(715) 544-4008	
Omega Midwest. LLC	2300 US Hwy 51, Ste. A	Stoughton	WI	53589	(608) 873-7799	
Integrity Fitness SB LLC and Chad Moeller Fitness LLC	1300 Egg Harbor Rd, Suite 120B	Sturgeon Bay	WI	54235	(920) 301-7241	
AF Sun Prairie, LLC	2352 Montana Ave.	Sun Prairie	WI	53590	(608) 834-1222	
Blue Star Investments, LLC	823 Belknap St	Superior	WI	54880	(715) 392-6003	
KDR Fitness, LLC	N64 W24350 Main St	Sussex	WI	53089	(262) 246-8000	
The Master's Holdings, Inc.	1018 Superior Ave. S.	Tomah	WI	54660	(608) 372-7000	*
Omega Midwest. LLC	411 Prairie Heights Dr	Verona	WI	53593	(608) 497-1266	*
Eric Stickney and Tammy Stickney	1218 N Main St	Viroqua	WI	54665	(608) 638-3481	
Omega Midwest. LLC	300 E Summit Ave	Wales	WI	53183	(262) 201-4240	
Living' Life Fit LLC	541 Kenosha St., Unit C	Walworth	WI	53184	(262) 275-2424	*

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CURRENT FRANCHISEES

(Exhibit C-1)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Area Development
AF Watertown, LLC	804-806 W St	Watertown	WI	53094	(920) 390-2893	
Omega Midwest. LLC	901 Meadowbrook Rd., Ste. 1	Waukesha	WI	53188	(262) 446-4141	
Wey2Fit, LLC	2144 E Moreland Blvd	Waukesha	WI	53186	(262) 446-6797	
AF Waunakee, LLC	604 E Main St	Waunakee	WI	53597	(608) 849-8998	
Moyer Enterprises Waupaca AF, LLC	970 Furman Dr	Waupaca	WI	54981	(715) 942-8300	
Omega Midwest. LLC	912 W Main	Waupun	WI	53963	(920) 324-4912	
AF Wausau, LLC	409 Forest St	Wausau	WI	54403	(715) 298-9500	
Fitness Partners III, LLC	8907 W North Ave	Wauwatosa	WI	53226	(414) 258-5658	
Bandon Fitness (Texas), Inc.	2229 S 108th St	West Allis	WI	53227	(414) 800-5040	
K Smith Fitness West Bend, LLC	790 W Paradise Dr	West Bend	WI	53095	(262) 338-1441	*
Omega Midwest. LLC	1500 W City Hwy 16	West Salem	WI	54669	(608) 451-2744	
Moyer Enterprises Consolidated Inc.	1711 Schofield Ave., Ste. A	Weston	WI	54476	(715) 298-4348	
The Master's Holdings, Inc.	1139 W. Main St	Whitewater	WI	53190	(262) 472-0888	
AF Lake Delton, LLC	69 Commerce St	Wisconsin Dells	WI	53965	(608) 253-1333	
Moyer Enterprises Waupaca, LLC	2521 8th St	Wisconsin Rapids	WI	54494	(715) 424-2000	
Tim Restle	534 Yellowstone Ave	Cody	WY	82414	(307) 578-8550	
AMORETTI, LLC	943 Amoretti St	Lander	WY	82520	(307) 332-2811	
Tim Restle	230 N Clark St	Powell	WY	82435	(307) 271-7300	
Blue Star Investments, LLC	2240 Coffeen Ave	Sheridan	WY	82801	(307) 655-5746	*

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EXHIBIT C-2

**LIST OF FRANCHISEES THAT HAVE SIGNED AN AGREEMENT
BUT NOT OPENED AS OF DECEMBER 31, 2024**

CURRENT FRANCHISEES - SIGNED BUT NOT OPENED
(Exhibit C-2)
As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Signed but Not Open	Area Development
San Jose, LLC	425 Shady Lane Drive SW	Hanceville	AL	35077	(256) 352-4361	Projected to open in Arab, AL	
Faith in Fitness LLC	2338 Wildflower Street	Kingman	AZ	86401	(661) 623-1587	Projected to open in Kingman, AZ	
4 Corners Fitness, LLC	8710 N Moonfire Dr	Tucson	AZ	85743	(520) 940-5537	Projected to open in Marana, AZ	
Larry Green and Dierdre Green	60 Hagen Oaks Dr	Alamo	CA	94507	(337) 305-0949	Projected to open in TBD, CA	*
WC Assets LLC	717 Joaquin Rd	Arcadia	CA	91007	(310) 721-2348	Projected to open in Glendora, CA	*
Moractiv Inc.	1741 Eastlake Pkwy, Ste 102	Chula Vista	CA	91915	(619) 666-9188	Projected to open in San Diego, CA	*
ATF California LLC	44054 Sierra Vista Drive	Lancaster	CA	93536	(314) 322-0017	Projected to open in Santa Monica, CA	
Rahul Chandiok	16 Quail Xing	Moraga	CA	94556	(619) 341-4055	Projected to open in Fremont, CA	*
RealTalk Fitness of Land O' Lakes, LLC	17975 Madrid Ln	Morgan Hill	CA	95037	(408) 583-7220	Projected to open in TBD, CA	
Withfit, Inc.	946 Diablo Ave	Novato	CA	94947	(707) 490-4682	Projected to open in Oakdale, CA	*
Withfit, Inc.	946 Diablo Ave	Novato	CA	94947	(707) 490-4682	Projected to open in San Rafael, CA	*
AFTK Ventures LLC	14 Wedgewood Court	Petaluma	CA	94954	(707) 217-2842	Projected to open in Healdsburg, CA	*
AFTK Ventures LLC	14 Wedgewood Court	Petaluma	CA	94954	(707) 217-2842	Projected to open in Paradise, CA	*
DDK Corp.	180 Broadway, B100A	San Diego	CA	92101	(702) 533-1932	Projected to open in San Diego, CA	*
Arlen Gharakani	8021 Jayseel	Sunland	CA	91040	(818) 482-5802	Projected to open in Altadena, CA	
JLSN Wellness, LLC	23371 Mulholland Dr, Ste 261	Woodland Hills	CA	91364	(323) 610-3561	Projected to open in Oak Park, CA	
Eagle Valley Fitness, LLC	931 West Bank Road	Glenwood Springs	CO	81601	(727) 631-2553	Projected to open in Eagle, CO	
Nicole Grine	P.O. Box 104	Mead	CO	80542	(720) 255-5836	Projected to open in Frederick, CO	*
Nicole Grine	P.O. Box 104	Mead	CO	80542	(720) 255-5836	Projected to open in TBD, CO	*
Daniel Sachtleben and Roxanne Sachtleben	12523 County Meadow Lane	Salida	CO	81201	(303) 912-8077	Projected to open in Buena Vista, CO	*
Daniel Sachtleben and Roxanne Sachtleben	12523 County Meadow Lane	Salida	CO	81201	(303) 912-8077	Projected to open in Gunnison, CO	*
Carrie Ladd	764 Imboden Mile Rd	Watkins	CO	80137	(303) 435-8488	Projected to open in Bennett, CO	
Jeffrey Merriam, Bradley Wyzykowski and Emily Merriam	180 Camp Bethel Road	Haddam	CT	06438	(203) 257-7389	Projected to open in Guilford, CT	
Andrew Breton and Scott Regina	1110 Boulevard	West Hartford	CT	06119	(714) 717-5613	Projected to open in TBD, CT	*
CatSquared LLC	1 Ashleigh Dr.	Middletown	DE	19709	(717) 307-6219	Projected to open in Morristown, NJ	*
KDJ Investment Group, Inc.	11311 NW 74th Court	Chiefeland	FL	32626	(352) 221-5782	Projected to open in Williston, FL	
BEAR CAPITAL INVESTMENTS, LLC	1124 Blackwolf Run Rd	Davenport	FL	33896	(863) 651-8616	Projected to open in Davenport, FL	
Cliff Maloney and Justin Greiss	490 Hanover Port Lane	Fort Walton Beach	FL	32547	(215) 989-3451	Projected to open in Niceville, FL	*
LJCTS LLC	3916 NW 133rd St	Gainesville	FL	32606	(352) 327-1991	Projected to open in High Springs, FL	
Scott Garvin	318 Bahia Vista Dr	Indian Rocks Beach	FL	33785	(574) 265-1188	Projected to open in TBD, FL	*
Michael Brashear	10700 US-441, Ste. 106	Leesburg	FL	34788	(407) 756-6236	Projected to open in TBD, FL	
Anthony Mangola	18056 50th St N	Loxahatchee	FL	33470	(954) 444-0323	Projected to open in Palm Beach Gardens, FL	
Pace Fitness LLC	5797 Highland Lake Drive	Milton	FL	32583	(850) 736-3010	Projected to open in Pace, FL	
AF Orangetree LLC	4644 Centaurus Circle	Naples	FL	34120	(708) 692-7009	Projected to open in Orangetree, FL	*
John Minogue	14103 Nautica Ct	Naples	FL	34114	(631) 375-1160	Projected to open in Naples, FL	*
Lucas Woehrle and Myranda Woehrle	6922 Avalon Circle, Unit 207	Naples	FL	34112	(803) 487-0453	Projected to open in Indian Harbour Beach, FL	
Florida Fitwave, LLC	126 Sea Breeze Circle	Panama City Beach	FL	32413	(850) 628-8853	Projected to open in Panama City, FL	
Bo Kern	183 Bay Circle Drive	Santa Rosa Beach	FL	32459	(940) 390-9011	Projected to open in Santa Rosa, FL	*
Bo Kern	183 Bay Circle Drive	Santa Rosa Beach	FL	32459	(940) 390-9011	Projected to open in TBD, FL	*
Williams Wellness Group, LLC	10567 Coral Key AvE	Tampa	FL	33647	(813) 220-6348	Projected to open in TBD, FL	
Kendrick McGill and Natasha McGill	7582 Bishop Square Dr	Winter Garden	FL	34787	(407) 227-7448	Projected to open in Winter Garden, FL	
Wekiva Springs Coaching, LLC	958 Orange Avenue, Suite C	Winter Park	FL	32789	(407) 252-8969	Projected to open in Wekiva Springs, FL	

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CURRENT FRANCHISEES - SIGNED BUT NOT OPENED
(Exhibit C-2)
As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Signed but Not Open	Area Development
Jonathan Carle	7341 Gall Blvd	Zephyrhills	FL	33541	(813) 815-9021	Projected to open in San Antonio, FL	
PH3 Gym Ventures, LLC	230 Elizabeth St.	Atlanta	GA	30307	(404) 863-0753	Projected to open in Atlanta, GA	
Tokarz Fitness LLC	1199 Settlers Ridge Rd	Ellijsay	GA	30540	(321) 537-3288	Projected to open in Fort Oglethorpe, GA	
Band of Brothers Fitness Group - Kihiei, LLC	92-1075 Koio Drive. Villa E	Kapolei	HI	96707	(254) 423-6719	Projected to open in Kihiei, HI	
Band Of Brothers Fitness Group- Kapaa, LLC	92-1075 Koio Drive. Villa E	Kapolei	HI	96707	(254) 423-6719	Projected to open in Kapa'a, HI	
Bethany Ross and Kalani Ross	1595A Kuuiipo St	Lahaina	HI	96761	(808) 283-6056	Projected to open in Bend, OR	
Bethany Ross and Kalani Ross	1595A Kuuiipo St	Lahaina	HI	96761	(808) 283-6056	Projected to open in Lahaina, HI	
TKJ, LLC	655 Palisade Trail	Driggs	ID	83422	(208) 360-0038	Projected to open in Victor, ID	
Joeseeph Mackenzie and Andrew Naillon	4265 E Victory Rd	Meridian	ID	83642	(208) 809-4997	Projected to open in Kuna, ID	*
John Pokol	633 Prairie Ave.	Barrington	IL	60010	(630) 417-9315	Projected to open in Algonquin, IL	
Leveled Up Ventures LLC	8 Pebblebrook Ct	Bloomington	IL	61705	(309) 231-2473	Projected to open in TBD, IL	*
Baleo Fitness, Inc.	1743 Leavitt Street	Chicago	IL	60647	(954) 817-1446	Projected to open in Saluda, SC	*
Sedrick Johnson	2640 Brassie Avenue	Flossmoor	IL	60422	(312) 912-4978	Projected to open in Glenview, IL	
R & J Executive Fitness Group LLC	20284 Providence Lane	Lynwood	IL	60411	(708) 466-6108	Projected to open in Chicago, IL	
WAGFL	24065 Ascot Court	Naperville	IL	60564	(337) 501-9177	Projected to open in TBD, FL	*
Derek Tucker	11636 Waterway Ct	Orland Park	IL	60467	(773) 301-4869	Projected to open in Arlington Heights, IL	*
Derek Tucker	11636 Waterway Ct	Orland Park	IL	60467	(773) 301-4869	Projected to open in Batavia, IL	
Joseph Thometz and Patrick Thometz	10500 Capistrano	Orland Park	IL	60467	(708) 278-2141	Projected to open in Northbrook, IL	*
Progressive Ethos, Inc.	2535 N 16th St	Quincy	IL	62305	(217) 316-1879	Projected to open in TBD, IL	*
Progressive Ethos, Inc.	2535 N 16th St	Quincy	IL	62305	(217) 316-1879	Projected to open in TBD, UT	*
Feras Musleh and Mohammed Musleh	584 N Indiana Ave	Crown Point	IN	46307	(219) 746-1041	Projected to open in Munster, IN	*
Feras Musleh and Mohammed Musleh	584 N Indiana Ave	Crown Point	IN	46307	(219) 746-1041	Projected to open in TBD, IL	*
Feras Musleh and Mohammed Musleh	584 N Indiana Ave	Crown Point	IN	46307	(219) 746-1041	Projected to open in Crete, IL	*
Feras Musleh and Mohammed Musleh	584 N Indiana Ave	Crown Point	IN	46307	(219) 746-1041	Projected to open in Palos Park, IL	*
Feras Musleh and Mohammed Musleh	584 N Indiana Ave	Crown Point	IN	46307	(219) 746-1041	Projected to open in Woodridge, IL	*
Muayad Musleh	7954 E 108th Ave, Ste B	Winfield	IN	46307	(219) 765-5575	Projected to open in Schererville, IN	*
Victory Health and Fitness, LLC	798 Dawkins Lane	Sulphur	KY	40070	(502) 682-7227	Projected to open in Louisville, KY	*
Victory Health and Fitness, LLC	798 Dawkins Lane	Sulphur	KY	40070	(502) 682-7227	Projected to open in Louisville, KY	*
Welch's Health and Wellness LLC	75205 Stinson Rd	Kentwood	LA	70444	(985) 323-9929	Projected to open in Kentwood, LA	
Roy Cox and Nadine Turner	9123 Old Annapolid Rd. #311	Columbia	MD	21045	(667) 300-9719	Projected to open in Columbia, MD	*
George Vakalopoulos	6635 Isle of Skye Dr	Highland	MD	20777	(240) 278-8405	Projected to open in TBD, NC	*
Alex Monahan and Gregory Monahan	50 Quincy Street	Sharon	MA	02067	(508) 667-9731	Projected to open in New Paltz, NY	
Fillers, LLC	3913 Varsity Dr.	Ann Arbor	MI	48108	(734) 780-5852	Projected to open in Saline, MI	*
Amanda Rainsberger	P.O. Box 777	Michigan Center	MI	49254	(517) 902-7198	Projected to open in TBD, MI	*
Momentum Health, LLC	30525 Jefferson Ave	St Clair Shores	MI	48082	(586) 496-2825	Projected to open in Livonia, MI	
CKL Wellness LLC	10191 County Rd 17 SE	Delano	MN	55328	(612) 226-4106	Projected to open in Delano, MN	
Daryl Horak	12346 Oxbow Dr.	Eden Prairie	MN	55347	(952) 303-3864	Projected to open in TBD, MN	
Jonathan Mastel and Timothy Mastel	6120 Ridgeway Rd	Edina	MN	55436	(612) 802-9391	Projected to open in Four Corners, MT	*
Jonathan Mastel and Timothy Mastel	6120 Ridgeway Rd	Edina	MN	55436	(612) 802-9391	Projected to open in TBD, MT	*
Karo Investments, LLC	4825 Ferncroft Dr	Excelsior	MN	55331	(612) 963-7200	Projected to open in Miami, FL	
Nickolas Croal and Carol Croal	2485 CR 92	Independence	MN	55359	(651) 724-8090	Projected to open in St. Louis Park, MN	
Rochester Fitness, LLC	73 Grandeville Rd SW, #1021	Rochester	MN	55902	(608) 778-6320	Projected to open in Rochester, MN	*

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CURRENT FRANCHISEES - SIGNED BUT NOT OPENED
(Exhibit C-2)
As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Signed but Not Open	Area Development
Jesica Anderson and Brad Anderson	17400 N 84th St	Lincoln	NE	68517	(612) 619-1273	Projected to open in TBD, NE	
PERSIDITY, LLC	13321 California St, Dodge Plaza, First Floor	Omaha	NE	68154	(402) 880-0367	Projected to open in Tekamah, NE	
Business Investor Girls, LLC	152 Littlestone St	Henderson	NV	89074	(253) 306-2505	Projected to open in Henderson, NV	
GFF Fitness, Inc.	706 Alexander Way	Edgewater	NJ	07020	(845) 642-5944	Projected to open in TBD, NJ	*
KAYMAN24 LLC	6109 City Pl	Edgewater	NJ	07020	(845) 721-4362	Projected to open in Paramus, NJ	
Mellen Fitness, LLC	1125 Maxwell Ln, Apt 433	Hoboken	NJ	07030-6849	(862) 324-5793	Projected to open in Harrison, NJ	
Healthypeak Holdings LLC	1411 Pebble Place	Sayreville	NJ	08859	(973) 204-3809	Projected to open in Jersey City, NJ	
Justin Montoya and Devan Dehoff	3824 Shenandoah PL NE	Albuquerque	NM	87111	(505) 426-4234	Projected to open in TBD, NM	*
JW Family LLC	PO Box 52126	Albuquerque	NM	87181	(505) 220-1525	Projected to open in Albuquerque, NM	
Team Guys, LLC	3824 Shenandoah PL NE	Albuquerque	NM	87111	(505) 426-4234	Projected to open in Gallup, NM	
Nicholas Muller and Mayah McGowan	1793 Calle Arbolitos	Santa Fe	NM	87506	(505) 795-2674	Projected to open in Santa Fe, NM	*
White Rock ATF, LLC and Mayah McGowan	1793 Calle Arbolitos	Santa Fe	NM	87506	(505) 795-2674	Projected to open in White Rock, NM	*
JEMF Buffalo Industrial LLC	2130 Route 94	Salisbury Mills	NY	12577	(347) 385-7893	Projected to open in Fredonia, NY	*
Natalie Stringer and Terrance Stringer	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	(706) 580-5850	Projected to open in Charlotte, NC	*
Queen of Kings, LLC	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	(706) 580-5850	Projected to open in Belmont, NC	*
Queen of Kings, LLC	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	(706) 580-5850	Projected to open in Charlotte, NC	*
Siggity Solutions LLC	115 E Park Ave, Unit 305	Charlotte	NC	28203	(980) 234-0519	Projected to open in Huntersville, NC	
Tarun K Vashishtha	9182 Hydrangea Dr	Harrisburg	NC	28075	(704) 649-3381	Projected to open in Indian Trail, NC	
AF Troutman, LLC	311 Stumpy Creek Rd	Mooresville	NC	28117	(336) 250-5443	Projected to open in TBD, NC	
Carolina Medical and Laboratory Management, Inc.	311 Stumpy Creek Rd	Mooresville	NC	28117	(336) 250-5443	Projected to open in TBD, NC	*
Marc Camosci	122 Prides Crossing	Rolesville	NC	27571	(860) 638-8588	Projected to open in Rolesville, NC	
South Charlotte Sports, LLC	4412 Hoffmeister Drive	Waxhaw	NC	28173	(704) 661-3320	Projected to open in Waxhaw, NC	
Jane Neal	1208 Greenacre Dr	Cambridge	OH	43725	(864) 704-0750	Projected to open in Springfield Township, OH	*
Hoosier Fitness, Inc.	5239 Avery Oak Drive	Dublin	OH	43016	(614) 557-0652	Projected to open in Clarksville, IN	*
Hamir Mahajan	477 Lake Front Drive	Lebanon	OH	45036	(513) 917-8749	Projected to open in TBD, OH	
Quinn Management	3105 Kenwood Blvd	Toledo	OH	43606	(919) 518-4894	Projected to open in Toledo, OH	*
Arira LLC	42 Edris Ln	Mechanicsburg	PA	17050	(717) 516-0462	Projected to open in Harrisburg, PA	
TKF Fitness LLC	603 Aberdeen Ct	Moon Township	PA	15108	(412) 224-0262	Projected to open in Baden, PA	*
Walter Sherwood	303 Woodland Way	Tunkhannock	PA	18657	(570) 780-8471	Projected to open in TBD, PA	
Fit AF Greensburg, LLC	136 Penn Crest Dr.	White Oak	PA	15131	(817) 437-1651	Projected to open in Greensburg, PA	
Centurion Fitness, LLC	420 Sycamore Shade Street	Charleston	SC	29414	(937) 974-8698	Projected to open in Charleston, SC	
Davenport Wellness, LLC	1007 Trescott Lane	Easley	SC	29642	(864) 704-0750	Projected to open in Piedmont, SC	*
Valor Fitness LLC	6191 Cloverdale Dr.	Fort Mill	SC	29708	(980) 269-5604	Projected to open in Lewisville, NC	*
Moon River Fitness, LLC	9 Oyster Bateau Ct	Hilton Head Island	SC	29926	(843) 422-7127	Projected to open in Hilton Head Island, SC	
Jason Gast & Alexandria Gast	24 Marsh Island Lane	Isle of Palms	SC	20451	(515) 238-8469	Projected to open in Mt. Pleasant, SC	*
Jason Gast and Alexandria Gast	24 Marsh Island Lane	Isle of Palms	SC	20451	(515) 238-8469	Projected to open in Charleston, SC	*
Iron Roots Wellness, LLC	2215 Tearose Ct	Lancaster	SC	29720	(651) 724-8090	Projected to open in Rock Hill, SC	*
Patrick James Flynn	1461 Harrelson Ave	North Myrtle Beach	SC	29582	(843) 458-2643	Projected to open in Myrtle Beach, SC	
Crystofer Peyton	1241 Robert Dinkins	Sumter	SC	29150	(803) 236-7628	Projected to open in Kingstree, SC	*
Payten McCue and Nathaniel McCue	55 Ebenezer Church Rd	Travelers Rest	SC	29690	(864) 483-1456	Projected to open in Fountain Inn, SC	*
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	(337) 305-0949	Projected to open in Gillette, WY	*
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	(337) 305-0949	Projected to open in Lincoln, NE	*

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CURRENT FRANCHISEES - SIGNED BUT NOT OPENED

(Exhibit C-2)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Signed but Not Open	Area Development
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	(337) 305-0949	Projected to open in Tea, SD	*
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	(860) 638-8588	Projected to open in Tampa, FL	*
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	(337) 305-0949	Projected to open in Gardner, KS	
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	(337) 305-0949	Projected to open in New Braunfels, TX	
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	(337) 305-0949	Projected to open in Sanford, FL	
Madison Fitness, LLC	998 Willow Cir	Clarksville	TN	37043	(480) 577-3446	Projected to open in Clarksville, TN	*
Trinity Fitness, LLC	419 Laurel Ridge Lane	Knoxville	TN	37922	(865) 773-9328	Projected to open in Maryville, TN	*
SherwinFitness, LLC	238 Belgian Rd	Nolensville	TN	37135	(615) 613-6284	Projected to open in Nolensville, TN	
Hung Dang	7708 Buccaneer Circle	Arlington	TX	76016	(817) 881-1511	Projected to open in Arlington, TX	
Douglas Bland	150 Double Gate Rd	Castroville	TX	78009	(949) 774-8344	Projected to open in Castroville, TX	
Bandon Fitness (Texas), Inc.	5473 Blair Rd, Ste 100 PMB 59843	Dallas	TX	75231	(858) 568-3110	Projected to open in Olean, NY	*
Bandon Fitness (Texas), Inc.	5473 Blair Rd, Ste 100 PMB 59843	Dallas	TX	75231	(858) 568-3110	Projected to open in Hebron, OH	*
Bandon Fitness (Texas), Inc.	5473 Blair Rd, Ste 100 PMB 59843	Dallas	TX	75231	(858) 568-3110	Projected to open in Johnstown, OH	*
Bandon Fitness (Texas), Inc.	5473 Blair Rd, Ste 100 PMB 59843	Dallas	TX	75231	(858) 568-3110	Projected to open in Springtown, TX	*
Bandon Fitness (Texas), Inc.	5473 Blair Rd, Ste 100 PMB 59843	Dallas	TX	75231	(858) 568-3110	Projected to open in Ashland, KY	
ATF Pellicano LLC	12625 Tierra Pera	El Paso	TX	79938	(915) 256-2167	Projected to open in El Paso, TX	*
Kern AF Solutions, LLC	1025 Texas Ave.	El Paso	TX	79901	(915) 249-7843	Projected to open in Las Cruces, NM	
Lirgo Inc.	8809 Cosmos Ave	El Paso	TX	79925	(312) 519-2448	Projected to open in Huntsville, AL	
Raul Bencomo	12625 Tierra Pera	El Paso	TX	79938	(915) 256-2167	Projected to open in Brownsville, TX	*
Raul Bencomo	12625 Tierra Pera	El Paso	TX	79938	(915) 256-2167	Projected to open in TBD, TX	*
Raul Bencomo	12625 Tierra Pera	El Paso	TX	79938	(915) 256-2167	Projected to open in Pflugerville, TX	
HEMA Holdings Georgetown, LLC	100 Venus Lane	Georgetown	TX	78633	(512) 677-3995	Projected to open in Liberty Hill, TX	*
Amin Dhanani	1409 S Post Oak Blvd, Unit 2801	Houston	TX	77056	(281) 748-3750	Projected to open in TBD, TX	*
Brent Johnson	812 Brendan Dr	Little Elm	TX	75068	(469) 733-4033	Projected to open in Frisco, TX	
Brent Johnson	812 Brendan Dr	Little Elm	TX	75068	(469) 733-4033	Projected to open in Jasper, TX	
MRWLANDMAN, LLC	2208 Neely Ave	Midland	TX	79705	(903) 767-1402	Projected to open in TBD, TX	
Carter Jackson Corp.	155 Jacks Corner Dr	Montgomery	TX	77316	(346) 814-8991	Projected to open in Conroe, TX	
Carter Jackson Corp.	155 Jacks Corner Dr	Montgomery	TX	77316	(346) 814-8991	Projected to open in Conroe, TX	
Debra Braselton	3654 County Road 460	Paducah	TX	79248	(713) 253-6722	Projected to open in Lubbock, TX	
Sandra Gonzalez	21303 Plaza de Cadiz	San Antonio	TX	78257	(210) 867-9166	Projected to open in TBD, MN	*
Sandra Gonzalez	21303 Plaza de Cadiz	San Antonio	TX	78257	(210) 867-9166	Projected to open in TBD, TX	*
Sandra Gonzalez	21303 Plaza de Cadiz	San Antonio	TX	78257	(210) 867-9166	Projected to open in TBD, TX	*
B Fit Anytime LLC	902 West Ave	Schulenburg	TX	78956	(512) 779-5682	Projected to open in Bellville, TX	*
Avalon Investments, LLC	16255 CR 178	Tyler	TX	75703	(903) 521-4464	Projected to open in Kilgore, TX	
Nicholas Rotella and Danielle Vera	988 E Harrier St	Eagle Mountain	UT	84005	(916) 206-0439	Projected to open in Eagle Mountain, UT	
Mountain View Lifestyle Investments Inc.	107 E Wheeler Rd	Herber City	UT	84032	(940) 453-5950	Projected to open in Heber City, UT	
Matthew Sonet	509 Trade Wind Place, Apt 203	Chesapeake	VA	23323	(919) 986-2136	Projected to open in Moyock, NC	*
Hrusikesh Dala	9605 Sloway Coast Dr	Lorton	VA	22079	(619) 677-0877	Projected to open in Lorton, VA	*
GSD Balanced Fitness, Inc.	117 Ash St	Grandview	WA	98930	(509) 305-0617	Projected to open in Grandview, WA	*
HAS FITNESS LLC	3944 S Morgan St	Seattle	WA	98118-3252	(415) 990-2734	Projected to open in Seattle, WA	*
THE TYLER COMPANY SNO LLC	2406 SW Edmunds St	Seattle	WA	98106	(360) 870-4990	Projected to open in Seattle, WA	
Evan Hurn and Makayla Payne	51 Marshall RD	Sequim	WA	98382	(360) 477-1523	Projected to open in Silverdale, WA	

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CURRENT FRANCHISEES - SIGNED BUT NOT OPENED

(Exhibit C-2)

As of December 31, 2024

Franchisee	Street Address	City	State	Zip Code	Telephone Number	Signed but Not Open	Area Development
Jaime De La Torre	PO Box 268	Wapato	WA	98951	(509) 961-6610	Projected to open in Zillah, WA	
Schmidt Management Investments, LLC	5304 Blackstone Court	Yakima	WA	98901	(509) 599-3981	Projected to open in Pasco, WA	
David McIntyre	404 Kanawha Avenue	Nitro	WV	25143	(740) 630-3426	Projected to open in TBD, OH	*
David McIntyre	404 Kanawha Avenue	Nitro	WV	25143	(740) 630-3426	Projected to open in TBD, OH	*
Omega Midwest, LLC	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Taft, CA	*
Omega Midwest, LLC	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Tehachapi, CA	
The Master's Holdings, Inc.	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Madera, CA	*
The Master's Holdings, Inc.	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Scotts Valley, CA	*
The Master's Holdings, Inc.	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Coalinga, FL	
The Master's Holdings, Inc.	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Porterville, CA	
The Master's Holdings, Inc.	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Clovis, CA	*
The Master's Holdings, Inc.	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Kerman, CA	*
The Master's Holdings, Inc.	6000 Monona Dr, Suite 204	Monona	WI	53716	(608) 358-2612	Projected to open in Tulare, CA	*
MDS Fitness, Inc.	845 Market St	Oregon	WI	53575	(608) 345-8487	Projected to open in Fergus Falls, MN	*

* Franchisee is also an area developer under an Area Development Agreement and the Franchise Agreement was signed under an Area Development Agreement.

EXHIBIT C-3**LIST OF FRANCHISEES WHO LEFT THE SYSTEM
DURING THE YEAR ENDED DECEMBER 31, 2024**

Name	City	State	Phone	Reason	ADA
Donald Gomien	Mobile	AL	(251) 402-6373	Termination	
Ignite Investments LLC	Mes	AZ	(602) 644-0025	Transfer	
ATF Maricopa, LLC	Queen Creek	AZ	(480) 226-7777	Transfer	*
Queen Creek ATF, LLC	Queen Creek	AZ	(480) 226-7777	Transfer	*
MAF Chandler, LLC	Scottsdale	AZ	(614) 562-1316	Termination	
HealthNuts, LLC	Hartman	AR	(970) 227-3932	Transfer	
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings, LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Omada Holdings LLC	Marion	AR	(417) 274-3787	Transfer	*
Lane & Pickney Investments, Inc.	Paragould	AR	(870) 476-2480	Transfer	
Rodrigo Mora, Edgar Mora and Marine Menier	Chula Vista	CA	(619) 666-9188	Termination ¹	*
Fazz LLC	Fairfield	CA	(707) 299-0136	Transfer	
MinCA, LLC	Galt	CA	(949) 922-6374	Termination ¹	*
SOOZ-EQ FITNESS INC.	Meadow Vista	CA	(530) 401-0467	Transfer	*
TwinSS Fitness, Inc.	Meadow Vista	CA	(530) 401-0467	Transfer	*
TwinSS Fitness, Inc.	Meadow Vista	CA	(530) 401-0467	Transfer	*
TwinSS Fitness, Inc.	Meadow Vista	CA	(530) 401-0467	Transfer	*
AF1 Management, LLC	Mountain View	CA	(650) 279-0155	Transfer	
Allen Coleman	Oxnard	CA	(805) 766-4782	Transfer	

Name	City	State	Phone	Reason	ADA
Allen Coleman and Karen Terveer	Oxnard	CA	(805) 766-4782	Non-Renewal	*
Cameron Park Coleman Fitness, Inc. and Karen Terveer	Oxnard	CA	(805) 766-4782	Transfer	
TEAM LUCA KOBE TRAINING INC.	Oxnard	CA	(805) 766-4782	Transfer	
HUDFIT Corp.	Temecula	CA	(909) 747-2006	Termination	
Benjamin and Amanda McCarty	Yucaipa	CA	(909) 206-8892	Transfer	*
Benjamin McCarty and Amanda McCarty	Yucaipa	CA	(909) 206-8892	Transfer	*
J & J Enterprise, LLC	Colorado Springs	CO	(805) 794-0413	Transfer	
Kimberly Lewis and William Lewis	Denver	CO	(803) 361-7233	Transfer	
James Ferguson and Jeffrey Ferguson	Denver	CO	(913) 980-1616	Transfer	
Yellowstone Holdings, LLC	Denver	CO	(701) 570-8060	Termination	
Daniel Franklin	Erie	CO	(720) 979-8828	Termination ¹	*
Daniel Franklin	Erie	CO	(720) 979-8828	Termination ¹	*
JIM Enterprises LLC	Falcon	CO	(301) 741-8729	Non-Renewal	*
BS&T Fitness LLC and Mary Katharine Deacon	Monte Vista	CO	(719) 850-2827	Transfer	
Anytime 677, LLC	Monument	CO	(303) 641-2042	Transfer	
Andrew Breton and Scott Regina	West Hartford	CT	(714) 717-5613	Non-Renewal ¹	
DSN Corporation	New Castle	DE	(302) 650-2315	Termination	
Jim's Gyms, LLC	Apollo Beach	FL	(813) 641-7171	Transfer	
Michael Foley	Apollo Beach	FL	(813) 215-3375	Termination ¹	*
Michael Foley	Apollo Beach	FL	(813) 215-3375	Termination ¹	*
EHB, Inc.	Cape Coral	FL	(239) 321-4100	Transfer	*
EHB, Inc.	Cape Coral	FL	(239) 321-4100	Transfer	*
Divita Fitness Corporation	Casselberry	FL	(407) 324-6626	Termination	
Big D Fitness, LLC	Elkton	FL	(904) 540-3358	Transfer	
JWMC Enterprises, LLC	Fort Walton Beach	FL	(817) 789-3166	Transfer	
Jessie Feast, Crystal Feast and Colleen Tully	Hudson	FL	(713) 408-0392	Transfer	
Clifford Gray	Lake Worth	FL	(612) 889-4551	Transfer	
John Monigue	Naples	FL	(631) 375-1160	Transfer ¹	
Clay Harris	Orlando	FL	(407) 284-7979	Termination ¹	
Gwendolyn Kousaie	Orlando	FL	(407) 721-3752	Termination	

Name	City	State	Phone	Reason	ADA
Gwendolyn Kousaie	Orlando	FL	(407) 721-3752	Termination ¹	
John Harshman and Theresa Harshman	Ormond Beach	FL	(386) 334-9737	Transfer	
Anytime PSL LLC	Port St. Lucie	FL	(904) 377-3839	Transfer	
Mark Liptak	Spring Hill	FL	(352) 540-6159	Termination ¹	
Michael Murphy	St. Pete Beach	FL	(205) 567-3818	Transfer	*
Michael Murphy	St. Pete Beach	FL	(205) 567-3818	Termination	
NFG Holdings LLC	Tallahassee	FL	(850) 727-1290	Transfer	
AFHickory, LLC	Acworth	GA	(678) 935-8568	Transfer	*
AFHolly, LLC	Acworth	GA	(678) 935-8568	Transfer	*
B Tfit AF LLC	Alma	GA	(912) 286-2701	Transfer	
KAS Enterprises of GA, Inc.	Braselton	GA	(770) 827-9522	Transfer	
JHF Enterprises LLC	Cumming	GA	(678) 477-2940	Transfer	
Absolute Health & Fitness, Inc.	Evans	GA	(270) 303-6574	Transfer	
Kaylee AF LLC	Hinesville	GA	(912) 237-4039	Transfer	
Total Fitness Hampton, LLC	McDonough	GA	(313) 844-0276	Termination	
SH CAPITAL MS-7 LLC	Winder	GA	(323) 204-6650	Termination	
SH Partners LLC	Winder	GA	(323) 204-6650	Transfer	
360 Fitness, LLC and Travis Francis	Kailua-Kona	HI	(808) 300-6002	Transfer	*
3 Sixty, LLC and Travis Francis	Kailua-Kona	HI	(808) 300-6002	Termination	
North Idaho Fitness Rathdrum, LLC	Rathdrum	ID	(208) 660-8977	Termination ¹	*
North Idaho Fitness Rathdrum, LLC	Rathdrum	ID	(208) 660-8977	Termination ¹	*
North Idaho Fitness Rathdrum, LLC	Rathdrum	ID	(208) 660-8977	Termination ¹	*
North Idaho Fitness Rathdrum, LLC	Rathdrum	ID	(208) 660-8977	Termination ¹	*
RDI Corporation	Sun Valley	ID	(208) 571-7591	Transfer	
Leveled Up Ventures LLC	Bloomington	IL	(309) 231-2473	Termination ¹	*
ALJU CORPORATION	Cary	IL	(224) 406-0179	Termination	
Getting Better Chicago, LLC	Chicago	IL	(773) 412-1157	Transfer	
Let's Get Better Fitness, Inc.	Chicago	IL	(773) 412-1157	Transfer	
Modfit Corp.	Chicago	IL	(513) 739-1135	Transfer	
Megan Brown	Chicago	IL	(954) 817-1446	Transfer	

Name	City	State	Phone	Reason	ADA
Trim Fitness LLC - Anytime One	Chicago	IL	(312) 217-4869	Transfer	
Trim Fitness LLC - Anytime Two	Chicago	IL	(312) 217-4869	Transfer	
Naze Fitness Authority, LLC	Freeport	IL	(708) 310-1334	Termination ¹	*
Livin' Life Fit, LLC	Harvard	IL	(815) 236-4742	Transfer	*
Livin' Life Fit, LLC	Harvard	IL	(815) 236-4742	Transfer	*
Livin' Life Fit, LLC	Harvard	IL	(815) 236-4742	Transfer	*
Livin' Life Fit, LLC	Harvard	IL	(815) 236-4742	Transfer	*
Mountaineer Fitness, Inc.	Lake Villa	IL	(847) 722-3909	Transfer	
Progressive Ethos, Inc.	Quincy	IL	(217) 316-1879	Termination ¹	*
Progressive Ethos, Inc.	Quincy	IL	(217) 316-1879	Termination ¹	*
Progressive Ethos, Inc.	Quincy	IL	(217) 316-1879	Termination ¹	*
Tim Everett	Springfield	IL	(217) 280-3449	Non-Renewal	
Fit Fellows, LLC	Charlestown	IN	(502) 432-0922	Transfer	
Feras Musleh and Mohammade Musleh	Crown Point	IN	(219) 746-1041	Termination ¹	*
Feras Musleh and Mohammade Musleh	Crown Point	IN	(219) 746-1041	Termination ¹	*
Can Deux, Inc.	Dyer	IN	(219) 808-7518	Termination	
Connors Fitness, LLC	Dyer	IN	(219) 381-1713	Transfer	
Orion Fitness LLC	Fishers	IN	(317) 627-9182	Transfer	
JSCC Enterprises LLC	Indianapolis	IN	(989) 745-2848	Transfer	
JSCC Enterprises LLC	Indianapolis	IN	(989) 745-2848	Transfer	
Jeffrey O'Mara	Manilla	IN	(765) 561-0542	Transfer	
Eli Stevens and Roger Stevens	Rolling Prairie	IN	(219) 851-2116	Termination ¹	
HARE ENTERPRISES IN, LLC	Westfield	IN	(317) 270-8334	Transfer	*
HARE ENTERPRISES IN II LLC	Westfield	IN	(317) 270-8334	Transfer	*
HARE ENTERPRISES IN III LLC	Westfield	IN	(317) 270-8334	Transfer	*
Migliare Enterprises LLC	Westfield	IN	(317) 270-8334	Transfer	
Mullares Enterprises, LLC	Westfield	IN	(317) 270-8334	Transfer	
Muayad Musleh	Winfield	IN	(219) 765-5575	Termination ¹	
Muayad Musleh	Winfield	IN	(219) 765-5575	Termination ¹	*
Muayad Musleh	Winfield	IN	(219) 765-5575	Termination ¹	*

Name	City	State	Phone	Reason	ADA
Muayad Musleh	Winfield	IN	(219) 765-5575	Termination ¹	*
Jenny Wellness, LLC	Dubuque	IA	(407) 620-6937	Termination	
Eric Plunkett & Rachael Plunkett	Johnston	IA	(515) 708-0178	Termination	
JDR Enterprises, Inc.	Le Mars	IA	(712) 540-0977	Transfer	
Fit 4 Life, LLC	Junction City	KS	(910) 747-6440	Non-Renewal ¹	
Renew Fitness, LLC	Baton Rouge	LA	(225) 806-0458	Transfer	
PCRFITNESS, LLC	Benton	LA	(318) 617-9292	Transfer	
Pecster, LLC	Covington	LA	(985) 966-4448	Transfer	
KLM Fitness, LLC	Farmerville	LA	(318) 245-8610	Transfer	*
Megan Kenley and Lyn Kenley	Farmerville	LA	(318) 245-8610	Transfer	*
Megan Kenley and Lyn Kenley	Farmerville	LA	(318) 245-8610	Termination ¹	*
Megan Kenley and Lyn Kenley	Farmerville	LA	(318) 245-8610	Termination ¹	*
Megan Kenley and Lyn Kenley	Farmerville	LA	(318) 245-8610	Termination ¹	*
KP Investments & Properties LLC and Jeromy Harris	Homer	LA	(318) 496-1806	Termination	
URSA MAJOR FITNESS LLC	Lafayette	LA	(337) 501-8644	Transfer	
WEC Enterprises, LLC	Mandeville	LA	(985) 264-6167	Transfer	
Rayne Fitness, LLC	Scott	LA	(337) 781-4094	Transfer	
Matthew Richard	Scott	LA	(337) 781-4094	Termination ¹	
Max Management, L.L.C.	Youngsville	LA	(337) 849-5176	Transfer	*
Max Management, L.L.C.	Youngsville	LA	(337) 849-5176	Transfer	*
Max Management, L.L.C.	Youngsville	LA	(337) 849-5176	Transfer	*
MUT, LLC	Frederick	MD	(301) 606-9232	Termination ¹	*
George Vakalopoulos	Highland	MD	(240) 278-8405	Non Renewal ¹	*
Krish and Meeraa Fitness, LLC	Laurel	MD	(240) 462-4352	Termination ¹	
West Elm Ventures, LLC	Quincy	MA	(617) 481-7056	Termination ¹	*
Michael Vischer, Deborah K. Vischer and John Aaron Summy	Brooklyn	MI	(517) 499-3138	Transfer	
Michael Vischer, Deborah K. Vischer, John Aaron Summy and Amanda Warford	Brooklyn	MI	(517) 499-3138	Transfer	
Commit 2 Fit Inc.	Cottrellville	MI	(586) 557-5016	Transfer	*
Jennifer Lipovac and Andrija Lipovac	Cottrellville	MI	(586) 557-5016	Transfer	*
Kenneth Konieczka	Davison	MI	(810) 653-1392	Transfer	

Name	City	State	Phone	Reason	ADA
Kenneth Konieczka	Davison	MI	(810) 653-1392	Transfer	
J & H Fitness, LLC	Fremont	MI	(231) 335-8655	Transfer	
LakeSenac, LLC	Keego Harbor	MI	(248) 765-9338	Transfer	
Nick & Angela Schmidt	Mattawan	MI	(712) 579-4330	Transfer	
Suzanne Cox, Paul Cox and Sheryl Cox	New Hudson	MI	(734) 637-6591	Termination	
Brent Westberg and Kyle Westberg	Pontiac	MI	(248) 758-9925	Transfer	
Vincent Rotondo and Patrick Strausbaugh	Rochester	MI	(734) 881-2312	Transfer	
Vincent Rotondo and Patrick Strausbaugh	Rochester	MI	(734) 881-2312	Termination ¹	*
Vincent Rotondo and Patrick Strausbaugh	Rochester	MI	(734) 881-2312	Termination ¹	*
Vincent Rotondo and Patrick Strausbaugh	Rochester	MI	(734) 881-2312	Termination ¹	*
Vincent Rotondo and Patrick Strausbaugh	Rochester	MI	(734) 881-2312	Non-Renewal ¹	*
Ann Arbor AF, LLC	Rochester Hills	MI	(734) 881-2312	Transfer	
Stephen W. Powell and Gail Lynn Powell	South Lyon	MI	(248) 880-4042	Non Renewal	
SJ Macomb, Inc.	Sterling Heights	MI	(586) 381-6723	Termination	
Dexter AF LLC	Troy	MI	(734) 881-2312	Transfer	
Fitness an Even Better Way, LLC	Eagan	MN	(612) 203-0917	Transfer	
Karo Brothers, Inc.	Excelsior	MN	(612) 963-7200	Transfer	*
Karo Investments, LLC	Excelsior	MN	(612) 963-7200	Transfer	*
KDK, LLC	Excelsior	MN	(612) 963-7200	Transfer	*
Adina Bergstrom and Travis Sohlman	North St. Paul	MN	(651) 357-7891	Transfer	
Trevor Linton, Beth Linton, Jesse Matter and Cheryl Matter	Plymouth	MN	(763) 458-3864	Transfer	
Trevor Linton, Beth Linton, Jesse Matter and Cheryl Matter	Plymouth	MN	(763) 458-3864	Transfer	
Elite Fitness of Alexandria, Inc	St. Cloud	MN	(320) 492-6275	Transfer	
Ames Two Fitness, LLC	St. Michael	MN	(612) 201-9547	Transfer	
M & M Fitness, LLC	St. Paul	MN	(612) 455-4100	Transfer	
Northeastern Holdings, LLC	St. Paul	MN	(612) 455-4100	Transfer	
Puppe Incorporated	Woodbury	MN	(608) 338-8811	Transfer	
Tony Nicholson and LaRoyce Nicholson	Woodbury	MN	(651) 226-8888	Transfer	
Megan Brown, LLC	Fredericktown	MO	(573) 576-8595	Transfer	
Larker Fitness, LLC	Liberty	MO	(913) 787-0250	Non Renewal	

Name	City	State	Phone	Reason	ADA
B & S Fitness Lifestyle, LLC	Marthasville	MO	(341) 306-6721	Non Renewal	
Bradbury Fitness, LLC	Osage Beach	MO	(314) 616-4919	Transfer	
Titan Fitness, LLC	St. Charles	MO	(636) 448-0054	Non Renewal	
815 Fitness, LLC	Fremont	NE	(402) 720-1130	Transfer	
NPBL Fitness, LLC	Fremont	NE	(402) 720-1130	Transfer	
GAB Fitness, Inc.	Harvard	NE	(402) 984-2980	Non Renewal	
SOUTHSIDE FITNESS, LLC	Kearney	NE	(308) 224-4539	Transfer	*
SOUTHSIDE FITNESS, LLC	Kearney	NE	(308) 224-4539	Transfer	*
SOUTHSIDE FITNESS, LLC	Kearney	NE	(308) 224-4539	Transfer	*
Stu Kolosick and Kara Baumert	West Point	NE	(402) 372-6984	Non Renewal	
Body Craft Investments, LLC	Las Vegas	NV	(702) 449-9556	Termination	
SPCH Investments LLC and William Hargraves, individually	Las Vegas	NV	(702) 449-9556	Termination	*
TIP INVESTMENTS, LLC	Las Vegas	NV	(702) 449-9556	Termination ¹	
All4good, Inc.	Reno	NV	(530) 570-7446	Transfer	
All4good, Inc.	Reno	NV	(530) 570-7446	Transfer ¹	
All4good, Inc.	Reno	NV	(530) 570-7446	Transfer ¹	
JSK Fitness, LLC	Enfield	NH	(603) 298-6770	Non Renewal	
JW Fitness Limited Liability Company	Point Pleasant	NJ	(732) 714-0010	Non Renewal	
Myriad, Inc.	Rio Rancho	NM	(505) 221-6206	Transfer	
Southeast Fitness Group LLC	Albany	NY	(470) 238-9069	Non Renewal	
Daniel McAuliffe Ltd.	Binghamton	NY	(607) 624-1345	Non Renewal	
Fadi Abdallah	Jamesville	NY	(315) 450-6875	Transfer	
Vincent Rossetti	Mahopac	NY	(845) 519-9526	Transfer	
JEMF Buffalo Industrial LLC	Salisbury Mills	NY	(347) 385-7893	Termination ¹	*
Matthew Bialuk and Jonathan Gable	Saratoga Springs	NY	(518) 222-6210	Termination ¹	*
Matthew Bialuk and Jonathan Gable	Saratoga Springs	NY	(518) 222-6210	Termination ¹	*
VAKO Properties LLC	Cary	NC	(571) 214-3889	Transfer	
Crystal Coast Sports Network, LLC	Cedar Point	NC	(912) 656-4031	Non Renewal	
Foundation Ventures LLC	Harrisburg	NC	(704) 724-3046	Transfer	
Jonathan Rogers and Daniel Rogers	Ocean Isle Beach	NC	(219) 921-3880	Transfer	

Name	City	State	Phone	Reason	ADA
MJPK Enterprises, Inc.	Pittsboro	NC	(813) 480-7420	Non Renewal	
Jon Martin Gambill, Jerry Bryan Davis II, James Gwyn Gambill & Rajni Patel	Wilkesboro	NC	(336) 977-1104	Termination	
Nathan Fortlage	Youngsville	NC	(239) 707-7966	Transfer	
James Fain and Brittany Fain	Poland	OH	(330) 353-6673	Termination ¹	*
AOE Fitness LLC	West Carrollton	OH	(937) 728-0401	Termination	
Kamino, LLC	Edmond	OK	(405) 834-3232	Transfer	
Powerhouse Gym & Fitness Center, Inc.	Lake Oswego	OR	(707) 484-4896	Termination	
Triple J Fitness	St. Helens	OR	(503) 449-2354	Transfer	
Triple J Fitness	St. Helens	OR	(503) 449-2354	Transfer	
Witt & Segulla, Inc.	Cranberry Township	PA	(724) 612-3283	Transfer	*
Witt & Segulla, Inc.	Cranberry Township	PA	(724) 612-3283	Transfer	*
Witt & Segulla, Inc.	Cranberry Township	PA	(724) 612-3283	Transfer	
Christopher Gouldthorpe	Erie	PA	(814) 450-7332	Termination ¹	*
Titus Murray	Gibsonia	PA	(412) 651-2110	Transfer	
Titus Murray	Gibsonia	PA	(412) 651-2110	Transfer	
Douglas Brown	Latrobe	PA	(412) 817-5868	Termination ¹	*
Neil Willauer	Limerick	PA	(267) 344-6208	Non Renewal	
4 Under Incorporated	Mechanicsburg	PA	(717) 891-7899	Non Renewal	*
Phoenix Fitness, LLC	Boiling Springs	SC	(864) 599-6868	Transfer	
Goss Fitness, LLC	Simpsonville	SC	(864) 412-9001	Transfer	
Peyton Fitness, LLC	Sumter	SC	(803) 236-7628	Transfer	*
Peyton Fitness #3, LLC	Sumter	SC	(803) 236-7628	Transfer	*
Peyton Fitness #4, LLC	Sumter	SC	(803) 236-7628	Transfer	*
Peyton Fitness #6 LLC	Sumter	SC	(803) 236-7628	Transfer	*
FitnessTN, LLC and Estella Nelson	Knoxville	TN	(865) 385-7817	Transfer	
Trinity Fitness, LLC	Knoxville	TN	(865) 773-9328	Transfer	
Trinity Valley LLC	Knoxville	TN	(865) 773-9328	Transfer	
DREAMFIT INC	Lexington	TN	(731) 614-4321	Transfer	
Jeffrey Harper and Maria Bedolla	Nashville	TN	(205) 919-1992	Termination ¹	*
Travis MacKenzie and Marisa MacKenzie	Aledo	TX	(917) 822-9011	Transfer	

Name	City	State	Phone	Reason	ADA
Travis Mackenzie and Marisa Mackenzie	Aledo	TX	(917) 822-9011	Transfer	
Fish Gill Fitness LLC	Amarillo	TX	(806) 683-1120	Transfer	
Tom Robertson	Athens	TX	(903) 681-0714	Transfer	
LTAFL, LLC	Carrollton	TX	(972) 365-7029	Transfer	
Shedrick Cole	Cedar Hill	TX	(214) 336-2925	Termination	
Bandon Fitness (Texas), Inc.	Dallas	TX	(858) 568-3110	Termination	*
Bandon Fitness (Texas), Inc.	Dallas	TX	(858) 568-3110	Termination	
Bandon Fitness (Texas), Inc.	Dallas	TX	(858) 568-3110	Termination	
AFK Fitness, LLC	Fort Worth	TX	(817) 229-4083	Termination	
Mohan Dyapa	Frisco	TX	(201) 532-8758	Transfer ¹	
Nathan Bunker	Georgetown	TX	(903) 520-1557	Termination ¹	
Mark Collins	Gladewater	TX	(903) 844-0408	Non Renewal	
David Dillard	Gun Barrel City	TX	(817) 692-5950	Termination ¹	
JP Enterprise Vision LLC	Houston	TX	(979) 285-7337	Termination	
Christopher Rumsey and John Simon Gray	Josephine	TX	(903) 353-8171	Transfer	
CKC Fitness, LLC	Josephine	TX	(903) 353-8171	Transfer	
DFH RK, LLC, Danielle Koller and Nicole Welborn	Keller	TX	(603) 289-7842	Termination	
Get Fit LLC	Leander	TX	(737) 217-5488	Transfer	*
Get Fit LLC	Leander	TX	(737) 217-5488	Transfer	*
Get Fit LLC	Leander	TX	(737) 217-5488	Transfer	*
Slam Dunk Beltline LLC	Little Elm	TX	(409) 365-7378	Transfer	
Impacto Duro, LLC	Lubbock	TX	(806) 470-7057	Termination ¹	
Courageous Investments, LLC and Tatyana Carr	Magnolia	TX	(505) 860-2813	Termination ¹	*
Courageous Investments, LLC and Tatyana Carr	Magnolia	TX	(505) 860-2813	Termination ¹	*
Dog Gum LLC	McKinney	TX	(469) 556-2341	Termination ¹	*
Dog Gum LLC	McKinney	TX	(469) 556-2341	Termination ¹	*
Brad Hill	Paris	TX	(903) 715-0700	Transfer	
Le Jeune Fitness LLC	San Antonio	TX	(830) 299-9414	Transfer	
OCHOSI ENTERPRISES LLC	San Antonio	TX	(210) 867-9166	Transfer	
Monroe Family Enterprises Inc.	Santa Fe	TX	(409) 739-4849	Termination	

Name	City	State	Phone	Reason	ADA
Engert & Fuselier Investments, LLC	The Woodlands	TX	(936) 777-0080	Non Renewal	
Durbin Industries, LLC	Tomball	TX	(281) 451-2275	Termination	
Kristen Littlefield	West	TX	(254) 313-7552	Transfer	
Otero Fitness LLC	Wylie	TX	(817) 739-1871	Transfer	
Justintime, LLC	Herriman	UT	(801) 599-8917	Transfer	
Live Strong Investments LLC	Lehi	UT	(949) 226-1311	Transfer	
Protti-Lawrence Fitness LLC	Bluefield	VA	(276) 245-5515	Termination	
John Crowder	Charlottesville	VA	(434) 466-7499	Transfer	*
John Crowder	Charlottesville	VA	(434) 466-7499	Transfer	*
John Adamson	Richmond	VA	(804) 382-3862	Transfer	
Goodlynn Ventures, LLC	Smithfield	VA	(757) 870-3331	Transfer	
Pender Athletic Brands, Inc.	Stafford	VA	(931) 896-3234	Transfer	
1265 Fitness, LLC	Virginia Beach	VA	(904) 524-2310	Transfer	
Fitfam LLC	Virginia Beach	VA	(757) 651-9701	Transfer	
Fitness 5, Inc.	Virginia Beach	VA	(757) 496-2819	Transfer	
AFGR LLC	Bothell	WA	(425) 471-1180	Transfer	
DDK Fitness LLC	Electric City	WA	(509) 633-1664	Transfer	
Rocky Mountain Health & Fitness, Inc.	Ellensburg	WA	(509) 607-0250	Transfer	
Fenex Fitness Facilities, LLC	Ferndale	WA	(360) 920-0701	Transfer	
Delmer Heitzman and Terri Heitzman	Grandview	WA	(509) 305-0617	Termination ¹	*
Daniel Has and Dylan Has	Seattle	WA	(415) 990-2734	Termination ¹	*
Saldana Group, LLC	Seattle	WA	(206) 240-3961	Termination ¹	
THE TYLER COMPANY SNO LLC	Seattle	WA	(360) 870-4990	Transfer	
B-Fit, LLC	Spokane Valley	WA	(509) 389-5579	Transfer	
Jeff Guentzel and Ramona Guentzel	Wenatchee	WA	(206) 595-5112	Transfer	
J&L Fitness LLC	Woodinville	WA	(206) 465-3630	Transfer	
Huntington Hospitalist Group, Inc.	Huntington	WV	(718) 213-2964	Termination ¹	
First Down Fitness LLC	De Pere	WI	(608) 598-9652	Transfer	*
First Down Fitness LLC	De Pere	WI	(608) 598-9652	Transfer	*
KC Fitness LLC	Eleva	WI	(715) 495-1080	Non Renewal	

Name	City	State	Phone	Reason	ADA
FRANSGATO FITNESS LLC	Hudson	WI	(651) 246-8554	Transfer	
Shane Johnson	Juneau	WI	(507) 327-6935	Termination	
Omega Midwest. LLC	Monona	WI	(608) 345-8487	Transfer	
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	*
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness, Inc.	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness--Hartland, LLC	Oregon	WI	(608) 345-8487	Transfer	*
MDS Fitness-La Crosse, LLC	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness-La Crosse DT, LLC	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness--Menomonee Falls, LLC	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness-Muskego, LLC	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness-Onalaska, LLC	Oregon	WI	(608) 345-8487	Transfer	*
MDS Fitness-Prairie du Chien, LLC	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness - Ripon, LLC	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness Wales, LLC	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness-Waukesha, LLC	Oregon	WI	(608) 345-8487	Transfer	
MDS Fitness-West Salem, LLC	Oregon	WI	(608) 345-8487	Transfer	
Lakemoor Fitness, Inc.	Pewaukee	WI	(414) 416-6364	Transfer	
North Fayette Fitness, LLC	Prairie du Chien	WI	(563) 422-7085	Non Renewal	
Milwaukee Kinetix Corp.	Wauwatosa	WI	(715) 577-2504	Transfer	

¹ Outlet unopened

* The Franchise Agreement was signed under an Area Development Agreement.

Franchisees in the above chart may also be listed as a current owner in Exhibit C-1 if they own another Anytime Fitness club.

In some cases, a franchisee represented on this chart may have owned an outlet that was located in a state other than the franchisee's state of residence.

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

EXHIBIT D

FINANCIAL STATEMENTS AND GUARANTEE

SEB FRANCHISING GUARANTOR LLC

**AUDITED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022**

GUARANTEE OF FRANCHISOR OBLIGATIONS

SEB Franchising Guarantor LLC
Financial Statements
December 31, 2024 and 2023 and for the three years
ended December 31, 2024

SEB Franchising Guarantor LLC

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December 31, 2024, 2023 and 2022

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Report of Independent Auditors

To the Management and Board of Directors of Purpose Brands Intermediate LLC

Opinion

We have audited the accompanying financial statements of SEB Franchising Guarantor LLC (the "Company"), which comprise the balance sheet as of December 31, 2024, and the related statements of income (loss), member's equity and cash flows for the year then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of the Company as of December 31, 2023 and for the years ended December 31, 2023 and 2022 were audited by other auditors whose report, dated March 27, 2024, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

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

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



Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with US GAAS, we:

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

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

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

Minneapolis, Minnesota
March 21, 2025

SEB Franchising Guarantor LLC
Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current assets		
Cash and cash equivalents	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>
Total assets	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>
Liabilities and Member's Equity		
Member's equity	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>
Total liabilities and member's equity	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>

The accompanying notes are an integral part of these financial statements.

SEB Franchising Guarantor LLC
Statements of Income (Loss)
Years Ended December 31, 2024, 2023 and 2022

	2024	2023	2022
General and administrative expenses	\$ 9,750	\$ 597	\$ 1,035
Other income			
Interest income	<u>196,144</u>	<u>146</u>	<u>249</u>
Net income (loss)	<u>\$ 186,394</u>	<u>\$ (451)</u>	<u>\$ (786)</u>

The accompanying notes are an integral part of these financial statements.

SEB Franchising Guarantor LLC
Statements of Member's Equity
Years Ended December 31, 2024, 2023 and 2022

	Member's Equity
Balance at December 31, 2021	\$ 5,000,021
Contributions	786
Net loss	(786)
Balance at December 31, 2022	<u>5,000,021</u>
Contributions	430
Net loss	(451)
Balance at December 31, 2023	<u>5,000,000</u>
Contributions	9,750
Distributions	(196,144)
Net income	186,394
Balance at December 31, 2024	<u><u>\$ 5,000,000</u></u>

The accompanying notes are an integral part of these financial statements.

SEB Franchising Guarantor LLC
Statements of Cash Flows
Years Ended December 31, 2024, 2023 and 2022

	2024	2023	2022
Cash flows used in operating activities			
Net income (loss)	\$ 186,394	\$ (451)	\$ (786)
Cash flows provided by financing activities			
Contributions	9,750	430	786
Distributions	(196,144)	-	-
Net cash flows used in financing activities	(186,394)	430	786
Decrease in cash and cash equivalents	-	(21)	-
Cash and cash equivalents			
Beginning of year	5,000,000	5,000,021	5,000,021
End of year	\$ 5,000,000	\$ 5,000,000	\$ 5,000,021

The accompanying notes are an integral part of these financial statements.

SEB Franchising Guarantor LLC

Notes to Financial Statements

December 31, 2024, 2023 and 2022

1. Nature of Business and Summary of Significant Accounting Policies

Nature of Business

SEB Franchising Guarantor LLC (the "Company") is a special purpose Delaware limited liability company and a direct, wholly-owned subsidiary of SEB Funding LLC, which is a direct, wholly-owned subsidiary of SEB SPV Guarantor LLC, which is a direct, wholly-owned subsidiary of Anytime Fitness, LLC, which is a direct, wholly-owned subsidiary of Self Esteem Brands, LLC, which is a direct, wholly-owned subsidiary of Purpose Brands Intermediate LLC, which is a direct, wholly-owned subsidiary of Purpose Brands Holdings LLC.

The Company guarantees the obligations of the franchising subsidiaries. The franchising subsidiaries include Anytime Fitness Franchisor LLC, OTF Franchisor LLC, Basecamp Fitness Franchisor LLC, The Bar Method Franchisor LLC and Waxing the City Franchisor LLC.

The activities of the Company are limited to:

- guaranteeing certain obligations of the franchising subsidiaries,
- holding the rights and obligations under certain accounts and other assets, including but not limited to any franchise capital accounts and
- entering into other transactions to which it is a party and undertaking any other activities related thereto.

Cash and Cash Equivalents

The Company maintains its cash in financial institutions which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant cash credit risk. The Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash and cash equivalents.

Income Taxes

The Company is treated as a single member limited liability company (LLC) that is treated as a disregarded entity for tax purposes. As such, the Company's income, losses, and credits are included in the income tax returns of Purpose Brands Holdings LLC.

The Company has evaluated its tax positions and related income tax under the Financial Accounting Standards Board's (FASB) authoritative guidance *Accounting for Income Taxes*. No provision or liability for federal or state income taxes has been included in these financial statements. A provision has been made, however, for state minimum fees and other state taxes which are applicable to all entities.

The Company is not currently under examination by any taxing jurisdiction and management believes there are no uncertain income tax positions taken which would require the Company to reflect a liability for unrecognized tax positions. In the event of any future penalties or interest, the Company has elected to record interest and penalties as income tax expense on the Company's statements of income (loss).

SEB Franchising Guarantor LLC

Notes to Financial Statements

December 31, 2024, 2023 and 2022

Fair Value Measurements

The Company follows the provisions of FASB's authoritative guidance regarding *Fair Value Measurements*. This guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date and establishes a fair value hierarchy categorized into three levels based on the inputs used.

Generally, the three levels are as follows:

Level 1 Quoted prices in active markets for identical assets.

Level 2 Significant other observable inputs.

Level 3 Significant unobservable inputs.

The Company does not have any significant fair value measurements on a recurring or nonrecurring basis for the years ended December 31, 2024 and 2023.

The carrying amount of cash approximates fair value because of the short maturity of these instruments.

Subsequent Events

Subsequent events have been evaluated by management for recognition or disclosure through March 21, 2025, which is the date the financial statements were available to be issued.

2. Guarantees

The Company established franchise capital accounts in which the Company maintains funds necessary to either provide a guarantee for franchising subsidiaries or to support any franchisor liquidity or net worth requirement, including in respect of eligibility for any exemptions applicable to franchisors or licensors of franchises under the applicable franchise laws. The Company may accept receipt of unrestricted funds credited to such franchise capital account by Anytime Fitness, LLC, deposit to the franchise capital account the proceeds of capital contributions made to such account, and disburse funds from the franchise capital account to fund any loan or advance made in accordance with the base indenture.

3. Contingencies

Legal

The Company is subject to various claims, legal proceedings and investigations covering a wide range of matters that may arise in the ordinary course of business. Management believes the resolutions of claims and pending litigation will not have a material effect, individually or in the aggregate, on the financial statements of the Company.

Concentration of Risk

Credit Risk

Cash and cash equivalents are financial instruments, which potentially subject the Company to a concentration of credit risk. The Company maintains cash in major financial institutions, which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Company maintains balances in excess of these limits, but does not believe that such deposits are subject to any unusual risk.

GUARANTEE OF PERFORMANCE

For value received, **SEB FRANCHISING GUARANTOR LLC**, a Delaware limited liability company (the “Guarantor”), located at 111 Weir Drive, Woodbury, Minnesota 55125, absolutely and unconditionally guarantees to assume the duties and obligations of **ANYTIME FITNESS FRANCHISOR LLC**, located at 111 Weir Drive, Woodbury, Minnesota 55125 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement and Area Development Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement and Area Development Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement and Area Development Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement and Area Development Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Woodbury, Minnesota, on the 28 day of March, 2025.

GUARANTOR:

SEB FRANCHISING GUARANTOR LLC

By: 
James Goniea
Its: Secretary

ANYTIME FITNESS, LLC

**AUDITED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022**

Anytime Fitness, LLC and Subsidiaries

Consolidated Financial Statements

**December 31, 2024 and 2023 and for the three
years ended December 31, 2024**

Anytime Fitness, LLC and Subsidiaries

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December 31, 2024, 2023, and 2022

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Report of Independent Auditors

To the Management and Board of Directors of Purpose Brands Intermediate LLC

Opinion

We have audited the accompanying consolidated financial statements of Anytime Fitness, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statements of comprehensive income, of changes in member's deficit and of cash flows for the year then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The consolidated financial statements of the Company as of December 31, 2023 and for the years ended December 31, 2023 and 2022 were audited by other auditors whose report, dated March 27, 2024, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Consolidated Financial Statements

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

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



Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with US GAAS, we:

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

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

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

Minneapolis, Minnesota
March 21, 2025

Anytime Fitness, LLC and Subsidiaries
Consolidated Balance Sheets
December 31, 2024 and 2023

(in thousands of US dollars)

	2024	2023
Assets		
Current assets		
Cash and cash equivalents	\$ 9,591	\$ 6,352
Restricted cash	6,641	6,767
Accounts receivable, net of allowance for credit losses	18,873	9,518
Vendor rebates receivable	6,122	5,423
Due from related parties	461	162
Inventory	9,105	4,683
Prepaid expenses	10,673	5,639
Other current assets	4,354	122
Deferred costs, current portion	2,073	353
Total current assets	<u>67,893</u>	<u>39,019</u>
Property and equipment, net	<u>2,965</u>	<u>3,477</u>
Other assets		
Operating lease right-of-use assets	2,575	3,781
Intangible assets, net of accumulated amortization	1,693	2,153
Software development and license costs, net of accumulated amortization	27,385	17,338
Goodwill	127	141
Other assets	2,889	175
Deferred costs, net of current portion	5,592	1,150
Total other assets	<u>40,261</u>	<u>24,738</u>
Total assets	<u>\$ 111,119</u>	<u>\$ 67,234</u>
Liabilities and Member's Deficit		
Current liabilities		
Current maturities of long-term debt	\$ 7,238	\$ 3,638
Current maturities of operating lease liabilities	946	989
Accounts payable	8,536	6,008
Accrued expenses and other current liabilities	8,711	2,398
Due to related parties	30	139
Deferred revenue, current portion	17,401	10,017
Total current liabilities	<u>42,862</u>	<u>23,189</u>
Long-term liabilities		
Long-term debt, net of current maturities and financing costs	955,589	475,111
Operating lease liabilities, net of current maturities	1,927	3,222
Deferred revenue, net of current portion	59,750	34,321
Total long-term liabilities	<u>1,017,266</u>	<u>512,654</u>
Total liabilities	<u>1,060,128</u>	<u>535,843</u>
Member's deficit		
Member's deficit	(949,044)	(468,645)
Accumulated other comprehensive income	35	36
Total member's deficit	<u>(949,009)</u>	<u>(468,609)</u>
Total liabilities and member's deficit	<u>\$ 111,119</u>	<u>\$ 67,234</u>

The accompanying notes are an integral part of these consolidated financial statements.

Anytime Fitness, LLC and Subsidiaries

Consolidated Statements of Comprehensive Income

Years Ended December 31, 2024, 2023 and 2022

(in thousands of US dollars)

	2024	2023	2022
Revenues			
Franchise royalties	\$ 145,245	\$ 61,387	\$ 58,105
Franchise fees	20,063	14,390	11,096
Sales	78,248	41,857	42,586
Advertising fund revenue	16,379	17,607	17,531
Vendor rebates	55,950	47,825	42,115
Other revenues	1,124	1,016	700
Total revenues	317,009	184,082	172,133
Cost of goods sold	43,354	18,835	18,554
Gross profit	273,655	165,247	153,579
General and administrative expenses	89,493	64,416	48,492
Advertising fund expense	16,638	18,948	16,682
Total general, administrative, and advertising fund expense	106,131	83,364	65,174
Income from operations	167,524	81,883	88,405
Other (expense) income			
Interest expense	(53,325)	(26,161)	(26,207)
Other income	1,046	493	10
Other expense	(2,635)	(1,907)	(1,499)
Gain (loss) on sale or closure of fitness center operations	481	-	(4)
Total other (expense) income, net	(54,433)	(27,575)	(27,700)
Net income	113,091	54,308	60,705
Other comprehensive income			
Foreign currency translation adjustments	(1)	(4)	(14)
Comprehensive income	\$ 113,090	\$ 54,304	\$ 60,691

The accompanying notes are an integral part of these consolidated financial statements.

Anytime Fitness, LLC and Subsidiaries
Consolidated Statements of Changes in Member's Deficit
Years Ended December 31, 2024, 2023 and 2022

	Member's Deficit	Other Comprehensive Income (Loss)	Total Member's Deficit
<i>(in thousands of US dollars)</i>			
Balances at December 31, 2021	\$ (469,950)	\$ 53	\$ (469,897)
Contributions	1	-	1
Distributions	(53,469)	-	(53,469)
Net income	60,705	-	60,705
Foreign currency translation adjustments	-	(14)	(14)
Balances at December 31, 2022	(462,713)	39	(462,674)
Contributions	1,029	-	1,029
Distributions	(61,268)	-	(61,268)
Net income	54,307	-	54,307
Foreign currency translation adjustments	-	(3)	(3)
Balances at December 31, 2023	(468,645)	36	(468,609)
Contributions	6,929	-	6,929
Distributions	(600,419)	-	(600,419)
Net income	113,091	-	113,091
Foreign currency translation adjustments	-	(1)	(1)
Balances at December 31, 2024	<u>\$ (949,044)</u>	<u>\$ 35</u>	<u>\$ (949,009)</u>

The accompanying notes are an integral part of these consolidated financial statements.

Anytime Fitness, LLC and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended December 31, 2024, 2023 and 2022

(in thousands of US dollars)

	2024	2023	2022
Cash flows from operating activities			
Net income	\$ 113,091	\$ 54,308	\$ 60,705
Adjustments to reconcile net income to net cash flows from operating activities			
Depreciation and amortization	13,831	6,125	2,705
Amortization of debt issuance costs, included in interest expense	3,970	1,740	1,740
Loss on sale of property and equipment	-	112	2
(Gain) loss on sale or closure of fitness center operations	(481)	-	4
Operating right-of-use assets and operating lease liabilities, net	(107)	(58)	130
Changes in assets and liabilities			
Accounts receivable, net	(2,966)	(1,398)	1,000
Vendor rebates receivable	(699)	(944)	(726)
Due from related parties	(299)	333	(61)
Inventory	(1,831)	(552)	(676)
Prepaid expenses and other assets	(6,035)	1,984	(2,196)
Deferred costs	2,083	302	76
Accounts payable and other accrued expenses	1,226	4,001	(1,076)
Due to related parties	(109)	(253)	142
Deferred revenue	5,154	1,004	2,545
Net cash flows provided by operating activities	126,828	66,704	64,314
Cash flows from investing activities			
Purchases of property and equipment	(591)	(1,407)	(1,898)
Proceeds from sale of property and equipment	525	-	13
Cash acquired in common control transaction	2,172	-	-
Purchases of software development and license costs	(6,847)	(8,654)	(7,472)
Purchases of trademarks	(20)	(29)	(28)
Net cash flows used in investing activities	(4,761)	(10,090)	(9,385)
Cash flows from financing activities			
Proceeds from issuance of long-term debt	524,000	-	-
Principal payments on long-term debt	(29,000)	-	(1,213)
Financing costs related to issuance of long-term debt	(14,892)	-	-
Cash contributions	-	-	1
Distributions paid to member	(599,060)	(60,125)	(53,469)
Net cash flows used in financing activities	(118,952)	(60,125)	(54,681)
Effect of exchange rate on cash flows, net	(2)	(4)	(13)
Net increase (decrease) in cash, cash equivalents and restricted cash	3,113	(3,515)	235
Cash, cash equivalents and restricted cash			
Beginning of year	13,119	16,634	16,399
End of year	\$ 16,232	\$ 13,119	\$ 16,634
Supplemental disclosures of cash flow information			
Cash paid for interest	\$ 52,480	\$ 24,419	\$ 24,488
Supplemental schedule of noncash investing and financing activities			
Right-of-use assets acquired under operating leases	\$ -	\$ 1,569	\$ 975
Distributions of software development to member	-	1,143	-
Contribution of net liabilities from member	(3,531)	-	-
Contributions of intangible assets	13	2	-
Contributions of software development and license costs	6,916	1,027	-

The accompanying notes are an integral part of these consolidated financial statements.

Anytime Fitness, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

(in thousands of US dollars)

1. Nature of Business and Summary of Significant Accounting Policies

Nature of Business

Anytime Fitness, LLC ("Anytime Fitness") was originally formed as a corporation in February 2002. On December 11, 2009, Anytime Fitness elected to change the legal form of its business to a limited liability company (LLC). Anytime Fitness is a direct, wholly owned subsidiary of Self Esteem Brands, LLC ("SEB"). SEB is a wholly owned subsidiary of Purpose Brands Intermediate LLC ("PBI"), which is a direct, wholly owned subsidiary of Purpose Brands Holdings LLC ("PBH").

Anytime Fitness operates corporate-owned 24-hour fitness centers. These fitness centers are subject to the same fee structure as other franchisees.

Anytime Fitness has a master franchise agreement with a related party which allows the master to franchise and operate Anytime Fitness centers in Spain. Anytime Fitness collects various recurring and nonrecurring fees from this master franchisee.

Subsidiary Operations

SEB SPV Guarantor LLC ("SEB SPV") is a direct, wholly owned subsidiary of Anytime Fitness. SEB SPV and its subsidiaries were formed during 2021 in connection with the SEB securitization transaction. SEB SPV is the holding company of and guarantees the obligations of SEB Funding LLC ("SEB Funding or Issuer").

SEB Funding is a direct, wholly owned subsidiary of SEB SPV. SEB Funding is the sole member of SEB Franchising Guarantor LLC, Healthy Contributions SPV LLC, PV Distribution LLC, SEB Distribution SPV LLC, and SEB Systems LLC. SEB Funding is the Issuer of the Series 2021-1 and the Series 2024-1 Notes (Note 5).

SEB Systems LLC ("SEB Systems") comprises the operations of its direct, wholly owned subsidiaries (collectively, the "franchising entities"): Anytime Fitness Franchisor LLC, OTF Franchisor LLC, Waxing the City Franchisor LLC, Basecamp Fitness Franchisor LLC, and The Bar Method Franchisor LLC. The franchising entities are the franchisors of fitness centers, fitness studios, and waxing studios in the United States and in certain cases, internationally.

Anytime Fitness Franchisor LLC ("Anytime Fitness Franchisor") franchises the right to open, operate, and manage fitness centers in the United States and internationally. Franchisees pay Anytime Fitness Franchisor an initial franchise fee to acquire the franchise. Anytime Fitness Franchisor has various initial and ongoing obligations to franchisees, including training. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

Anytime Fitness Franchisor also has master franchise agreements with entities that allow the master franchisees to franchise and operate Anytime Fitness centers in various international jurisdictions. Anytime Fitness Franchisor collects an initial master franchise fee and various recurring and nonrecurring fees from the master franchisee.

OTF Franchisor, LLC ("OTF Franchisor" or "OTFF") franchises the right to open, operate, and manage Orangetheory health and fitness studios. Franchisees pay OTF Franchisor an initial franchise fee to acquire the franchise. OTF Franchisor has various initial and ongoing obligations to franchisees, including training. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

Anytime Fitness, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

(in thousands of US dollars)

OTF Franchisor provides its franchisees, regional operators (“Area Representatives”), and international master franchisees the ability to develop and operate Orangetheory health and fitness studios under a comprehensive system.

Waxing the City Franchisor LLC (“Waxing the City Franchisor”) franchises the right to open, operate, and manage a business that offers a studio experience focused on facial and body waxing and the sale of related products or services in the United States. Franchisees pay Waxing the City Franchisor an initial franchise fee to acquire the franchise. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

Basecamp Fitness Franchisor LLC (“Basecamp Fitness Franchisor”) franchises the right to open, operate, and manage fitness studios in the United States and internationally. Franchisees pay Basecamp Fitness Franchisor an initial franchise fee to acquire the franchise. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

Basecamp Fitness Franchisor operates internationally as Sumhiit Fitness. Basecamp Fitness Franchisor has a master franchise agreement with an entity that allows the master franchisee to franchise and operate Sumhiit Fitness studios in an international jurisdiction. Basecamp Fitness Franchisor collects an initial master franchise fee and various recurring and nonrecurring fees from the master franchisee.

The Bar Method Franchisor LLC (“Bar Method Franchisor”) franchises the right to open, operate, and manage fitness studios in the United States and internationally. Franchisees pay Bar Method Franchisor an initial franchise fee to acquire the franchise. During the term of the franchise agreement, franchisees pay royalties in amounts that vary according to the franchise agreement.

The Bar Method Franchisor also has a master franchise agreement with an entity that allows the master franchisee to franchise and operate Bar Method fitness studios in an international jurisdiction. Bar Method Franchisor collects an initial master franchise fee and various recurring and nonrecurring fees from the master franchisee.

Waxing the City Worldwide, LLC, Basecamp Fitness, LLC, and The Bar Method Franchising, LLC, affiliates of the Company, operate corporate-owned studios that are subject to the same fee structures as other franchisees.

SEB Franchising Guarantor LLC guarantees the obligations of the franchising entities.

OTF Product Sourcing LLC (“OTFPS”) sells fitness equipment, fitness related wearable technology and accessories, and other retail products to OTF Franchisor’s franchisees.

PV Distribution LLC (“PV Distribution”) provides managed technology services, including surveillance and security system setup and access control systems for Purpose Brands franchise businesses and commercial customers.

SEB Distribution SPV LLC (“SEB Distribution”) procures, holds, and distributes inventory and supplies to Purpose Brands franchise businesses.

Anytime Fitness, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

(in thousands of US dollars)

Healthy Contributions SPV LLC ("Healthy Contributions") is a billing processing company that assists in the transfer, processing, and distribution of funds and data for various fitness incentive programs.

Anytime Fitness Enterprises, LLC, a subsidiary of Anytime Fitness, is lessee of certain lease agreements for Anytime Fitness corporate-owned fitness centers.

Anytime Fitness China Holding ("Hong Kong"), Ltd., a subsidiary of Anytime Fitness, is a foreign holding company set up to hold assets and operations in China.

Basis of Presentation

The consolidated financial statements include the accounts of Anytime Fitness, LLC and its subsidiaries (collectively, the "Company") and are prepared in accordance with accounting principles generally accepted in the United States of America. All significant intercompany balances and transactions are eliminated in consolidation.

On April 2, 2024 ("transaction date"), Anytime Worldwide, LLC ("AWW"), the indirect parent company of the franchisors of the Anytime Fitness, Waxing the City, Basecamp and Bar Method brands, entered into a transaction agreement (Note 5) with Ultimate Fitness Holdings, LLC ("UFH"), the ultimate indirect parent company of the franchisor of the Orangetheory Fitness brand, and PBH. Upon closing of the transaction, AWW and UFH each contributed all of the equity interests in each of their respective subsidiaries to PBH, resulting in AWW and UFH each owning fifty percent (50%) of the total outstanding equity interests in PBH, and PBH contributed such equity interests to PBI, resulting in PBI becoming the direct or indirect parent company of AWW's and UFH's respective subsidiaries, including Anytime Fitness. In conjunction with closing of this transaction, OTF Franchisor and OTFPS were contributed to Anytime Fitness and ultimately to SEB Systems, becoming an indirect subsidiary of Anytime Fitness (Note 5).

In accordance with ASC 805, Business Combinations, the Company has elected not to apply pushdown accounting and has prepared the financial statements on a historical basis. The acquisition of OTFF and OTFPS to Anytime Fitness has been accounted for as a business combination between entities under common control and thus, there was no step up to fair value. The results for this transfer are included in the Company's results of operations from April 2, 2024, the date of common control.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The Company regularly assesses these estimates and, while actual results could differ, management believes that the estimates are reasonable.

Cash and Cash Equivalents

The Company maintains its cash in financial institutions which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant cash credit risk. The Company considers all highly liquid

Anytime Fitness, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

(in thousands of US dollars)

investments available for current use with an initial maturity of three months or less to be cash and cash equivalents.

Restricted Cash

Restricted cash consists of franchisee contributions held in a general advertising and marketing fund. The use of the cash is restricted to advertising and marketing expenditures, as defined. Restricted cash has been combined with cash and cash equivalents when reconciling the beginning and end of period balances in the consolidated statements of cash flows.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable consists primarily of franchise fees, royalty fees, and trade receivables that develop in the normal course of business. It is the policy of management to review the outstanding accounts receivable at year end for any expected losses, as well as bad debt expenses in the past, and establish an allowance for credit losses for uncollectible amounts, if necessary. The allowance for credit losses was \$1,801 and \$165 for the years ended December 31, 2024 and 2023, respectively. Accounts receivable is considered past due if any portion of the receivable balance is outstanding past the due date established by the Company.

Inventory Valuation

Inventory consists of finished goods and is primarily comprised of equipment, studio supplies, retail products, and technology hardware. Inventories are carried at the lower of cost or net realizable value, and cost is determined using the first-in, first-out (FIFO) method. Management performs periodic assessments to determine the existence of obsolete, slow-moving, and nonsaleable inventories and records necessary provisions to reduce such inventories to net realizable value.

Prepaid Expenses

Prepaid expenses primarily consist of payments made in advance for goods and services to be received in future periods. As of December 31, 2024 and 2023, prepaid expenses include prepaid interest, prepaid inventory, and other operating prepaid expenses that can be amortized over time. Prepaid expenses are recognized as current assets and amortized over the periods in which the related benefits are realized.

Property and Equipment and Depreciation Methods

Property and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized, and minor replacements, maintenance, and repairs are charged to expense as incurred. When property and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. Depreciation is provided over the estimated useful lives of the related assets using the straight-line method for financial statement purposes. The estimated useful lives for furniture, equipment, and auto and trucks are 5 to 7 years. Depreciation of leasehold improvements is computed using the straight-line method over the shorter of the remaining lease term or the estimated useful lives of the improvements.

Business Combinations

The Company accounts for business combinations using the acquisition method of accounting, which requires that the assets acquired and the liabilities assumed are measured at fair value at the date of acquisitions. The purchase price of the acquisitions is allocated to the assets acquired including amortizable intangible assets and the liabilities assumed in the amounts equal to the estimated fair value of each asset and liability. Any excess of purchase price over fair value of net

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assets is recorded as goodwill. This allocation process requires use of estimates and assumptions, including estimates of future cash flows to be generated by the acquired assets. The Company applies the business combination guidance for acquisitions which meet the definition of a business in accordance with the revised guidance in ASU 2017-01, Business Combinations, which clarifies the definition of a business.

Impairment of Long-Lived Assets, Goodwill, and Intangible Assets

Goodwill is the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations accounted for under the acquisition method. On January 1, 2024, the Company adopted Financial Accounting Standards Update (ASU) No. 2014-02, Accounting for Goodwill, which allows entities to elect to amortize goodwill on an entity-wide or a reporting unit level over 10 years, or a shorter period if determined that another useful life is more appropriate. Amortization expense for the year ended December 31, 2024 amounted to \$14.

The Company is required to test goodwill for impairment only when a triggering event occurs that indicates the fair value of the Company may be below its carrying amount. Factors that could trigger an impairment test include, but are not limited to, underperformance relative to historical or projected future operating results, significant change in the manner of use of the acquired assets, or the Company's overall business and significant negative industry or economic trends. No triggering events were identified in the years ended December 31, 2024, 2023 and 2022.

The Company paid and capitalized fees for the development of trademarks. These trademarks are amortized on the straight-line method over fifteen years. Trademarks acquired in a business combination are determined to have indefinite lives, therefore the Company does not amortize, but tests them annually for impairment. Franchise rights are amortized on a straight-line method over the remaining term of the franchise agreement. Noncompete agreements are amortized on a straight-line method over three years.

The Company incurs costs related to internally developed software. Generally accepted accounting principles authorize software to be capitalized once technical feasibility has been established. Technical feasibility is established when the developer completes all the planning, designing, coding, and testing activities necessary to determine that the product can be produced according to its design specifications. These costs are amortized on the straight-line method over three years.

The Company accounts for cloud computing arrangements (arrangements that include software as a service, platform as a service, infrastructure as a service, and other similar hosting arrangements) that contain a software license element as software costs. As such, these costs are amortized as internally developed software on the straight-line method over three years.

The Company reviews long-lived assets and certain identifiable intangibles for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future forecasted net undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the discounted cash flows or appraised values, depending upon the nature of the assets. No such impairment charges were recognized for the years ended December 31, 2024, 2023 and 2022.

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Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities as of December 31, 2024 and 2023 consist of sales tax payables, customer deposits, and accruals for general operating and payroll related expenses. Accrued expenses are recognized when obligations are incurred, even if not yet invoiced, and are settled in the normal course of business.

Income Taxes

The Company is treated as a single member limited liability company (LLC) that is treated as a disregarded entity for tax purposes. As such, the Company's income, losses, and credits are included in the income tax returns of Purpose Brands Holdings LLC.

The Company has evaluated its tax positions and related income tax under the Financial Accounting Standards Board's (FASB) authoritative guidance *Accounting for Income Taxes*. Management believes that since the Company is taxed as an LLC, there is not a significant impact on the Company as a result of implementing this standard. Therefore, no provision or liability for federal or state income taxes has been included in these financial statements. A provision has been made, however, for state minimum fees and other state taxes which are applicable to all entities.

The Company recognizes the effect of uncertain income tax positions only if those positions are more likely than not of being sustained. The Company is not currently under examination by any taxing jurisdiction and management believes there are no uncertain income tax positions taken which would require the Company to reflect a liability for unrecognized tax positions. The periods subject to examination are tax years subsequent to 2020. In the event of any future penalties or interest, the Company has elected to record interest and penalties as income tax expense on the Company's consolidated statements of comprehensive income. The

Revenue From Contracts with Franchisees and Members

Revenue Recognition Significant Accounting Policies Under ASC 606

The Company's revenues are comprised of franchise royalties, advertising fund contributions, initial franchise fees, area development fees, master franchise fees, transfer and renewal fees, corporate-owned fitness center sales, vendor rebates, managed technology services, product and equipment sales, and other revenues.

Franchise Revenue

Franchise revenues consist primarily of franchise royalties, franchise fees, advertising fund contributions, and consumer fitness, health, and wellness applications. Franchise fees consist of initial franchise fees, area development agreement ("ADA") fees, master franchise fees, area representative fees, and transfer and renewal fees.

The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's intellectual property over the term of each agreement. The Company has certain pre-opening services, including training and construction management, that are provided as part of the franchise agreement. These pre-opening activities are considered distinct from the franchise license and are therefore recognized upon opening of the franchise.

The Company has elected the FASB's practical expedient related to pre-opening activities and does not analyze each separate activity as its own distinct performance obligation. The franchise fees remaining after any pre-opening performance obligations have been satisfied are recognized on a straight-line basis over the term of the respective agreement.

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Franchise royalties, consumer fitness, health, and wellness application fees, and advertising fund contributions are collected as defined in the terms of the franchise agreements. Under the Company's franchise agreements, advertising fund contributions paid by franchisees must be spent on advertising, marketing, and related activities. Initial, ADA, master, and renewal franchise fees are payable by the franchisee upon signing a new franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to a different franchisee.

Vendor Rebates

The Company recognizes vendor rebate income from franchisees' use of certain preferred vendor arrangements. Vendor rebates are recognized when franchisees purchase services or equipment from preferred vendors and the collectability from the vendor is reasonably assured.

Corporate-Owned Fitness Center Sales

Members are offered multiple membership choices varying in length. Membership dues are earned and recognized over the membership term on a straight-line basis. Personal training and class package revenue is recognized at the time the service is performed or class used, respectively. Revenue from prepayments of personal training or packages of sessions are deferred until the sessions are used or expire. Corporate-owned fitness center sales is included within sales on the consolidated statements of comprehensive income.

Sales

The Company sells fitness equipment, studio supplies, retail products, and technology hardware purchased from third party manufacturers to franchisees and consumers.

For fitness equipment and managed technology and security equipment sales, revenue is recognized upon transfer of control of ordered items, generally upon delivery to the customer and assembly or installation of the equipment in the club or studio location. Franchisees are also charged for all freight and installation costs incurred for the delivery and installation of equipment. Freight and installation revenue is recorded within sales and freight and installation costs are recorded within cost of goods sold on the consolidated statements of comprehensive income.

For studio supplies, retail products, and technology hardware sales, revenue is generally recognized upon shipment, when legal title is transferred. The Company offers a warranty on certain technology hardware for defective items.

Technology Fees

Technology fees are for software licenses and other technology provided to clubs and studios. Technology fees cover the development or purchase of software licenses or sublicenses that franchisees must use in the operation of their club or studio. Technology fee revenue is billed and recognized monthly when services are rendered. Technology fees are recorded within franchise royalties on the consolidated statements of comprehensive income.

Other Revenues

Other revenue consists of contracts with customers for use of the Company's trademarks and intellectual property rights, health insurance reimbursement processing fees, training and coaching fees, online membership fees, and optional local advertising which is separate from the advertising fund described below. Other revenue is recognized monthly when the Company bills the franchisee or when services are rendered.

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Disaggregation of Revenues

Current accounting standards require that companies disaggregate revenue from contracts with customers into categories that depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. The Company has included its revenues disaggregated in its consolidated statements of comprehensive income to satisfy this requirement.

Taxes Collected and Remitted to Government Authorities

The Company may be required to collect and remit taxes on taxable transactions from customers related to certain taxing authorities based on a percentage of revenue. As the Company is acting as a collection agent with respect to these taxes, these amounts are not included in revenues and are recorded in accrued expenses and other current liabilities on the consolidated balance sheets.

Deferred Revenue

Deferred revenue from initial franchise fees, ADA fees, area representative fees, master franchise fees, and renewal and transfer fees is collected up front and is generally recognized on a straight-line basis over the term of the underlying franchise agreement, net of any performance obligations which have been satisfied. Also included in deferred revenue are corporate-owned fitness center and online membership fees, equipment and installations fees, and pre-paid personal training sessions. The Company classifies these contract liabilities as deferred revenue in the consolidated balance sheets.

Deferred Costs

The Company defers incremental costs associated with franchise sales facilitated by Area Representatives. These costs are recognized as commission expense over the term of the agreement as services required by the Company are performed. Incremental costs primarily relate to a portion of initial franchise fees received from new franchisees which are due to the Area Representative under the terms of the agreement. The Company also has deferred compensation and brokerage commission costs resulting from the sales of initial franchises, ADA, and master franchises. These deferred compensation and brokerage commissions are generally recognized on a straight-line basis over the term of the underlying franchise agreement. The Company classifies these contract assets as deferred costs in the consolidated balance sheets.

Advertising Fund

The Company has advertising funds for the creation and development of marketing, advertising, and related programs and materials for fitness centers located in the United States. On behalf of the advertising fund, the Company collects advertising fees from franchisees, in accordance with the provisions of the franchise agreements. The use of amounts received by the advertising fund is restricted to advertising, product development, public relations, and administrative expenses. The Company consolidates and reports all assets and liabilities held by the advertising fund within the consolidated financial statements. Amounts received or receivable by advertising funds are reported as restricted assets within current assets on the consolidated balance sheets. The Company records all revenues of the advertising fund, except those discussed below, within franchise revenue and all expenses of the advertising fund, except those discussed below, within the operating expenses on the consolidated statements of comprehensive income. The Company provides administrative services to the advertising fund and charges the advertising fund a fee for providing those services.

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Included in the advertising fund are fees collected from franchisees related to continuing engagement credits. These funds are used by the Company at its discretion on behalf of the Anytime Fitness brand and its franchisees. These revenues and expenses are included in other revenues and general and administrative expenses, respectively, on the consolidated statements of comprehensive income.

Shipping and Delivery Costs

The Company records costs related to shipping and delivery in cost of goods sold.

Cost of Goods Sold

Cost of goods sold primarily includes the direct costs associated with equipment sales, including freight costs, to new and existing franchisee-owned clubs and studios in the U.S and internationally. Our cost of revenue changes primarily based on equipment sales volume.

Conference

The Company hosts a conference every other year and encourages all franchisees to attend this meeting. Since the Company is not in the business of hosting conferences, the Company records the receipts and expenses as net expense in general and administrative expenses on the consolidated statements of comprehensive income.

Debt Issuance Costs

The Company defers debt issuance costs, which consist primarily of bank and legal fees. Such costs are related to the note payable and revolving credit facility as described in Note 5 and are amortized over the terms of the facilities using the effective interest rate method. Unamortized deferred financing costs related to term debt are recorded as a direct deduction from the carrying value of the associated debt liability, while unamortized deferred financing costs related to revolving credit facilities are recorded as noncurrent assets unless the original commitment is for less than one year.

Advertising Costs

Advertising costs associated with solicitation of new franchisees are expensed as incurred. Advertising costs totaled \$1,126, \$1,442 and \$1,240 for the years ended December 31, 2024, 2023 and 2022, respectively.

Fair Value Measurements

The Company follows the provisions of FASB's authoritative guidance regarding *Fair Value Measurements*. This guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date and establishes a fair value hierarchy categorized into three levels based on the inputs used.

Generally, the three levels are as follows:

- Level 1 Quoted prices in active markets for identical assets.
- Level 2 Significant other observable inputs.
- Level 3 Significant unobservable inputs.

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The carrying amount of cash and cash equivalents, receivables, accounts payable and accrued liabilities approximates fair value because of the short maturity of these instruments. See Note 5 for fair value of long-term debt obligations.

Leases

The Company leases various facilities. For any lease with an initial term in excess of 12 months, the related leased asset and liability are recognized on the consolidated balance sheets as operating leases at the inception of an agreement where it is determined that a lease exists. The Company has elected to exclude short-term leases for all classes of underlying assets from consolidated balance sheets recognition. A lease is considered to be short-term if it contains a lease term of 12 months or less. Lease expense related to short term leases is recognized on a straight-line basis over the term of the lease. The Company may enter into leases that contain both lease and nonlease components. The Company has elected to not combine lease and nonlease components for all asset classes.

Operating lease assets are included in operating lease right-of-use ("ROU") assets. ROU assets represent the right to use an underlying asset for the lease term and operating lease liabilities represent the obligation to make lease payments arising from the related operating lease. These assets and liabilities are recognized based on the present value of future payments over the lease term at the commencement date. The Company uses the incremental borrowing rate for all classes of underlying assets as the discount factor.

Comprehensive Income

The Company's comprehensive income for the years ended December 31, 2024, 2023 and 2022 consists of net income and currency translation adjustments.

Subsequent Events

Subsequent events have been evaluated by management for recognition or disclosure through March 21, 2025, which is the date the consolidated financial statements were available to be issued.

2. Related Party Transactions

Due From Related Parties

At December 31, 2024 and 2023 the Company had receivables from entities related by common ownership in the amount of \$461 and \$162, respectively. The receivables are due on demand.

Due to Related Parties

At December 31, 2024 and 2023 the Company had payables to entities related by common ownership in the amount of \$30 and \$139, respectively. The payables are due on demand.

During the years ended December 31, 2024, 2023 and 2022, Anytime Fitness received an allocation of payroll and related expenses from SEB, an entity under common control. These payroll costs represent services provided by shared employees whose responsibilities support multiple entities within the corporate group. The allocation methodology is based on management's estimate of time and resources dedicated to the Company's operations. For the years ended December 31, 2024, 2023 and 2022, the Company recorded \$32,808, \$31,553, and \$26,089, respectively, in payroll and related expenses allocated from SEB, which is included in general and administrative expenses in the consolidated statements of comprehensive income. Management

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believes that the allocation methodology is reasonable based on the nature of shared services; however, these transactions are not necessarily indicative of amounts that would have been incurred if the Company operated on a standalone basis.

3. Property and Equipment

Property and equipment is composed of the following at December 31:

	2024	2023
Property and equipment		
Leasehold improvements	\$ 5,607	\$ 5,777
Equipment	3,960	3,572
Fitness equipment	2,507	2,757
Autos and trucks	309	309
Furniture and equipment	390	397
Construction in progress	58	35
Total property and equipment	12,831	12,847
Less: Accumulated depreciation	(9,866)	(9,370)
Property and equipment, net	\$ 2,965	\$ 3,477

Depreciation expense for the years ended December 31, 2024, 2023, and 2022 amounted to \$1,016, \$935, and 900, respectively.

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4. Intangible Assets, Software Development, and License Costs

Intangible assets, software development, and license costs consist of the following at December 31:

	2024	2023
Amortizable trademarks	\$ 435	\$ 401
Franchise rights	1,655	1,655
Noncompete agreements	66	66
Less: Accumulated amortization	<u>(1,590)</u>	<u>(1,097)</u>
Amortizable intangible assets, net	566	1,025
Nonamortizable trademarks and trademarks in progress	<u>1,127</u>	<u>1,128</u>
Intangible assets, net	<u>\$ 1,693</u>	<u>\$ 2,153</u>
Amortizable software development and license costs	\$ 44,733	\$ 23,348
Less: Accumulated amortization	<u>(18,835)</u>	<u>(6,533)</u>
Amortizable software development and license costs,	25,898	16,815
Software development in progress	<u>1,487</u>	<u>523</u>
Software development and license costs, net	<u>\$ 27,385</u>	<u>\$ 17,338</u>

Amortization expense for the years ended December 31, 2024, 2023, and 2022 amounted to \$12,801, \$5,190, and \$1,805, respectively.

Future amortization of intangible assets, software development, and license costs is as follows:

	Amount
Year Ending December 31,	
2025	\$ 14,547
2026	8,945
2027	2,781
2028	42
2029	42
Thereafter	<u>107</u>
	<u>\$ 26,464</u>

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5. Long-Term Debt

Securitization

On November 24, 2021, the Issuer entered into a securitization transaction pursuant to which various direct and indirect subsidiaries of SEB contributed nearly all vendor rebate agreements, existing and future franchise agreements, development agreements, and substantially all franchising and licensing activities to the Company. Since the Issuer and all subsidiaries are under common control, the contributions were recorded at book value.

On April 2, 2024, the Issuer's parent company entered into a merger transaction pursuant to which various direct and indirect subsidiaries of the merged company were contributed to the Securitization. Since the Issuer and all subsidiaries are under common control, the contributions were recorded at book value. The net book value of the assets and liabilities contributed are summarized below as of April 2, 2024:

Cash and cash equivalents	\$	2,172
Accounts receivable		6,389
Inventory		2,591
Prepaid expenses and other assets		5,956
Deferred costs		8,245
Intangible assets and software development costs		8,592
Accounts payable		(3,497)
Accrued expenses and other current liabilities		(4,118)
Deferred revenue		(27,689)
Net liabilities contributed	\$	<u>(1,359)</u>

The Issuer, its direct parent, as well as the Issuer's direct and indirect subsidiaries, except SEB Franchising Guarantor LLC, (collectively, the Purpose Brands Securitization Entities) hold substantially all of the franchising-related assets and have jointly and severally guaranteed the payment of each series of notes and the payment and performance of all other obligations of the Issuer.

Anytime Fitness, LLC manages and services the assets of the Purpose Brands Securitization Entities in return for a management fee under a management agreement (the "Securitization Management Agreement"). The primary responsibilities of Anytime Fitness, LLC as the manager are to administer collections of royalties and other securitized revenues and perform certain franchising, operational, intellectual property and reporting on behalf of the Purpose Brands Securitization Entities with respect to the managed assets.

Series 2021-1 Notes

In connection with the securitization transaction completed on November 24, 2021 (see "Securitization" section), the Issuer issued \$485,000 of Series 2021-1 Class A-2 Fixed Rate Senior Secured Notes ("Series 2021-1 Class A-2 Notes"). In addition, the Issuer entered into \$20,000 of Series 2021-1 Class A-1 Variable Funding Notes (the "Variable Funding Notes" or "Series 2021-1 Class A-1-VFN Notes") and an additional \$6,100 of Series 2021-1 Class A-1 Senior Secured Liquidity Reserve Notes (the "Liquidity Reserve Notes" or "Series 2021-1 Class A-1-LR Notes"). Collectively, the Series 2021-1 Class A-1-LR Notes, Series 2021-1 Class A-1-VFN Notes and Series 2021-1 Class A-2 Notes shall be referred to as "Series 2021-1 Notes". The Series 2021-1

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Notes are secured by substantially all assets of and guaranteed by the Purpose Brands Securitization Entities.

Borrowings under the Series 2021-1 Class A-2 Notes bear interest at a fixed rate of 4.969% per annum. Interest and principal payments on the Series 2021-1 Class A-2 Notes are due on a quarterly basis. The requirement to make quarterly principal payments on the Series 2021-1 Class A-2 Notes is subject to certain financial conditions set forth in the indenture. The legal final maturity date of the Series 2021-1 Class A-2 Notes is January 2052. Unless the outstanding principal is prepaid, the indenture provides for an anticipated repayment date in January 2027. If the Issuer has not repaid or refinanced the Series 2021-1 Class A-2 Notes prior to the anticipated repayment date, additional interest will accrue pursuant to the Indenture.

Borrowings under the Series 2021-1 Class A-1-VFN Notes bear interest at a variable rate equal to SOFR plus 3.56%. There is a term SOFR adjustment of 10/15/25bps (for 1/3/6-month tenors) that increases the SOFR plus 3.56% interest on the Series 2021-1 Class A-1-VFN Notes. The Series 2021-1 Class A-1-VFN Notes may also be used to issue letters of credit. The Series 2021-1 Class A-1-VFN Notes will also be subject to (i) certain commitment fees in respect to the unused portion of the commitments of the investors thereunder, and (ii) certain fees in respect of letters of credit issued thereunder. Letters of credit outstanding under the Series 2021-1 Class A-1-VFN Notes, including \$6,100 of an interest reserve letter of credit issued in connection with the Series 2021-1 Notes, were \$0 and \$8,050, as of December 31, 2024 and 2023, respectively. The \$6,100 of Series 2021-1 Class A-1 Senior Secured Liquidity Reserve Notes were moved to the Series 2024-1 Class A-1 Senior Secured Liquidity Reserve Notes after the transaction date. The Company does not expect any material loss from these letters of credit because the Company does not anticipate any funds will be drawn thereunder by the beneficiaries thereof. No other borrowings were outstanding against the Series 2021-1 Class A-1-VFN Notes as of December 31, 2024 and 2023.

Advances under the Liquidity Reserve Notes shall bear interest at the Prime Rate plus 3.00%. The Liquidity Reserve Notes will also be subject to certain commitment fees in respect to the unutilized portion of the commitments of the investors thereunder. No borrowings were outstanding against the Liquidity Reserve Notes as of December 31, 2024 and 2023.

Debt issuance costs of \$8,700 were recorded as a reduction of long-term debt in connection with the issuance of the Series 2021-1 Notes. The debt issuance costs are amortized to interest expense through the anticipated repayment dates.

Series 2024-1 Notes

In connection with the business combination transaction completed on April 2, 2024 (see "Business Combination" section), the Issuer issued \$480,000 of Series 2024-1 Class A-2 Fixed Rate Senior Secured Notes ("Series 2024-1 Class A-2 Notes" "Indenture"). In addition, the Issuer entered into \$90,000 of Series 2024-1 Class A-1 Variable Funding Notes (the "Series 2024-1 Class A-1-VFN Notes") of which \$40,000 was drawn at close, and an additional \$16,000 of Series 2024-1 Class A-1 Senior Secured Liquidity Reserve Notes (the "Liquidity Reserve Notes" or "Series 2024-1 Class A-1-LR Notes") which were transferred from the Series 2021-1 Class A-1 Senior Secured Liquidity Reserve Notes after the transaction date. Collectively, the Series 2024-1 Class A-1-VFN Notes and Series 2024-1 Class A-2 Notes shall be referred to as "Series 2024-1 Notes". The Series 2024-1 Notes are secured by substantially all assets of and guaranteed by the Purpose Brands Securitization Entities.

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Borrowings under the Series 2024-1 Class A-2 Notes bear interest at a fixed rate of 7.386% per annum. Interest and principal payments on the Series 2024-1 Class A-2 Notes are due on a quarterly basis. The requirement to make quarterly principal payments on the Series 2024-1 Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity date of the Series 2024-1 Class A-2 Notes is April 30, 2054. Unless the outstanding principal is prepaid, the Indenture provides for an anticipated repayment date in April 2029. If the Issuer has not repaid or refinanced the Series 2024-1 Class A-2 Notes prior to the anticipated repayment date, additional interest will accrue pursuant to the Indenture.

Borrowings under the Series 2024-1 Class A-1-VFN Notes bear interest at a variable rate equal to SOFR plus 3.3%. The Series 2024-1 Class A-1-VFN Notes may also be used to issue letters of credit. The Series 2024-1 Class A-1-VFN Notes will also be subject to (i) certain commitment fees in respect to the unused portion of the commitments of the investors thereunder, and (ii) certain fees in respect of letters of credit issued thereunder. Letters of credit outstanding under the Series 2024-1 Class A-1-VFN Notes, including \$17,950 of interest reserve letters of credit transferred from the Series 2021-1 Class A-1 Senior Secured Liquidity Reserve Notes, were \$18,021 as of December 31, 2024. The Company does not expect any material loss from these letters of credit because the Company does not anticipate any funds will be drawn thereunder by the beneficiaries thereof. As of December 31, 2024, there were \$15,000 of additional borrowings outstanding against the Series 2024-1 Class A-1-VFN Notes.

Debt issuance costs of \$14,892 were recorded as a reduction of long-term debt in connection with the issuance of the Series 2024-1 Notes. The debt issuance costs are amortized to interest expense through the anticipated repayment dates.

The net proceeds from the issuance of the Series 2024-1 Notes and Series 2021-1 Notes, after transaction expenses, were distributed to SEB.

The Series 2024-1 Notes and Series 2021-1 Notes are subject to a series of covenants and restrictions customary for this type of transaction, including (i) debt service and securitized net cash flow coverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the Series 2024-1 Notes and Series 2021-1 Notes, and (iii) provisions relating to optional and mandatory prepayments. The Series 2024-1 Notes and Series 2021-1 Notes are also subject to customary rapid amortization events provided for in the Indenture. The Company was in compliance with its financial covenants for each quarter in the years ended December 31, 2024 and 2023.

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Long-term debt consists of the following at December 31:

	2024	2023
Series 2021-1 Class A-2 Senior Secured Notes	\$ 483,788	\$ 483,788
Series 2024-1 Class A-2 Senior Secured Notes	480,000	-
Variable Funding Notes	15,000	-
Less: Unamortized financing costs	<u>(15,961)</u>	<u>(5,039)</u>
Long-term debt, net of financing costs	962,827	478,749
Less: Current maturities	<u>(7,238)</u>	<u>(3,638)</u>
Long-term debt, net of current maturities and financing costs	<u>\$ 955,589</u>	<u>\$ 475,111</u>

The annual principal payment requirements for long-term debt, subject to certain financial conditions set forth in the Indenture, are as follows:

	Amount
Year Ending December 31,	
2025	\$ 7,238
2026	9,650
2027	495,100
2028	4,800
2029	<u>462,000</u>
Total principal payments	<u>\$ 978,788</u>

6. Deferred Revenue

Deferred revenue at December 31, 2024 and 2023 was \$77,151 and \$44,338, respectively. The increase resulted from a contribution of \$27,689 of deferred revenue into the Purpose Brands Securitization Entities on April 2, 2024 (Note 5) and the net difference between new sales and the standard or accelerated recognition of revenue. During 2024, the Company recognized \$20,258 of revenue that was either included in deferred revenue at December 31, 2024 or as of the April 2, 2024 contribution date. The Company expects to recognize approximately \$17,401 of deferred revenue in 2025 and the remainder in subsequent years.

7. Leasing Activities

The Company leases various facilities under operating leases with terms that expire at various dates through August 2029. Under certain facility leases, the Company is obligated to pay all repair and maintenance costs.

Anytime Fitness, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

(in thousands of US dollars)

The following summarizes the weighted average remaining lease term and discount rate as of December 31:

	2024	2023
Weighted average remaining lease term	3.36 years	4.26 years
Weighted average discount rate	5.00 %	5.00 %

The maturities of lease liabilities are as follows:

	Amount
Year Ending December 31,	
2025	\$ 1,068
2026	885
2027	755
2028	323
2029	91
Total lease payments	3,122
Less: Present value discount	(249)
Present value of operating lease liabilities	2,873
Less: Current maturities	(946)
Operating lease liabilities, net of current maturities	\$ 1,927

The following summarizes the components of lease expense, included in general and administrative expenses in the consolidated statements of comprehensive income, for the years ended December 31:

	2024	2023	2022
Lease expense			
Operating lease expense	\$ 990	\$ 1,025	\$ 855
Short-term lease expense	73	72	186
Nonlease component expense	464	464	389
Total lease expense	\$ 1,527	\$ 1,561	\$ 1,430

8. Contingencies

Legal

The Company is subject to various claims, legal proceedings, and investigations covering a wide range of matters that may arise in the ordinary course of business. Management believes the resolutions of claims and pending litigation will not have a material effect, individually or in the aggregate, on the consolidated financial statements of the Company.

Anytime Fitness, LLC and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

(in thousands of US dollars)

Concentration of Risk

Credit Risk

Cash and cash equivalents are financial instruments, which potentially subject the Company to a concentration of credit risk. The Company invests its excess cash in several major financial institutions, which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Company maintains balances in excess of these limits but does not believe that such deposits with its banks are subject to any unusual risk.

Geographic Risk

Franchised studios and corporate-owned studios are primarily located throughout the U.S. Consequently, the operations of the Company are affected by fluctuations in the U.S. economy and the respective state and federal regulatory and economic environments. The Company is also affected by fluctuations in the economic environment of the foreign countries in which it maintains license agreements.

Supplier Risk

During the years ended December 31, 2024 and 2023, the Company purchased approximately 53% and 50%, respectively, of all its inventory from 5 vendors.

EXHIBIT E

**FRANCHISE AGREEMENT, GUARANTY, GENERAL RELEASE AND
STATE SPECIFIC ADDENDA TO FRANCHISE AGREEMENT**



FRANCHISE AGREEMENT

ANYTIME FITNESS FRANCHISOR LLC
111 Weir Drive
Woodbury, Minnesota 55125
(651) 438-5000
www.anytimefitness.com

ANYTIME FITNESS FRANCHISE AGREEMENT

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RIDER

PERSONAL GUARANTY

STATE-SPECIFIC ADDENDA

ANYTIME FITNESS
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is made as of the Effective Date set forth in the Rider attached to this Agreement (the “Rider”) between ANYTIME FITNESS FRANCHISOR LLC, a Delaware limited liability company (“we” or “us”) and the person or persons named in the Rider as “Franchisee” (“you”).

RECITALS:

A. We and our predecessor have invested substantial time, effort and money to develop a system of operating fitness centers offering convenient access and one on one, small and large group training, nutrition, coaching and recovery services, and have a trademark federally registered for the name “Anytime Fitness®”, as well as other intellectual property rights. We grant franchises to qualified candidates for the operation of a fitness center. We license our trademark rights in “Anytime Fitness” and may in the future adopt, use and license additional or substitute trademarks, service marks, logos and commercial symbols in connection with the operation of Anytime Fitness centers (collectively the “Marks”). Anytime Fitness centers use our methods, procedures, standards, specifications and the Marks (all of which are collectively referred to as the “System”) which we may improve, further develop or otherwise modify from time to time.

B. You acknowledge that you have had an adequate opportunity to be thoroughly advised of the provisions of this Agreement and our Franchise Disclosure Document and have had sufficient time and opportunity to evaluate and investigate the System and the procedures and financial requirements associated with the System, as well as the competitive market in which it operates.

C. You desire to operate an Anytime Fitness center franchise which will conform to our uniform requirements and quality standards as established from time to time by us.

AGREEMENTS:

1. GRANT OF FRANCHISE; FRANCHISED LOCATION

A. Grant of Franchise. Subject to the provisions stated below, we license to you a personal franchise to operate an Anytime Fitness center (your “Anytime Fitness Center”) in conformity with our System at the location described on the Rider (the “Franchised Location”). You accept the license and undertake the obligation to operate your Anytime Fitness Center using the System and in compliance with our standards. Your Anytime Fitness Center may only be operated at the Franchised Location. If you would like to open a second or subsequent location, you must sign a new franchise agreement on our then-current form for each location, and pay the applicable franchise fees for each location.

B. Limitations. The rights and privileges granted to you under this Agreement are personal in nature and may not be used at any location other than the Franchised Location. You do not have the right to delegate, subfranchise, or sublicense any of your rights under this Agreement. Without our written consent, you may not use the Franchised Location for any purpose other than the operation of an Anytime Fitness center.

C. Protected Territory. Included in the Rider is a map or description of an area surrounding the Franchised Location (the “Protected Territory”). Except as specified in this Section or in Section 2.B, during the term of this Agreement, we will not operate or license to anyone else the right to operate an Anytime Fitness center physically located in the Protected Territory. You acknowledge and agree that (i)

we and our affiliates have the right to grant other franchises or licenses and to operate company or affiliate owned fitness studios/businesses (including Anytime Fitness centers) at locations outside the Protected Territory even if they compete with your Anytime Fitness Center for customers or members, (ii) we and our affiliates have the right to grant other franchises or licenses and to operate company or affiliate-owned fitness studios/businesses (including Anytime Fitness centers) within private establishments located within the Protected Territory, provided that access to those centers is limited to employees of the business, or transient guests of the business who, in either case, would not have any reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center, (iii) we and our affiliates have the right to operate, and to grant franchises or licenses to others to operate, fitness studios/businesses and any other business from locations within and outside the Protected Territory under trademarks other than the Marks, including, without limitation, health club membership promotion services, or health club billing services, without compensation to you, provided; however, that with respect to this clause (iii), we and our affiliates will not operate fitness centers within the Protected Territory, or grant franchises or licenses to others to operate fitness centers within the Protected Territory, unless we do so after we or our affiliates acquire, or merge with, another business that operates or grants franchises to operate fitness centers, or after we are acquired by such a business, in which case we may do so, provided we do not operate those fitness centers in the Protected Territory using the Marks, or license anyone to use the Marks to operate such fitness centers in the Protected Territory. In addition, the boundaries of your Protected Territory may overlap with a territory we grant to another franchisee or to an Anytime Fitness center we or our affiliates operate, so long as no other Anytime Fitness center is located within your Protected Territory.

D. Additional Reservation of Rights. We and our affiliates reserve any and all rights not expressly granted to you under this Agreement, including, without limitation, the right to sell anywhere (including within the Protected Territory) products and services (including to your members and other customers) under the “Anytime Fitness” name, or under any other name, through any channel of distribution, including via the Internet, our website, mobile application, social media platforms or otherwise.

2. TERM; RENEWAL RIGHTS

A. Initial Term. The term of this Agreement is for six (6) years commencing on the Effective Date of this Agreement, unless terminated earlier as provided in this Agreement. However, by the end of the fifth year following the opening of your Anytime Fitness Center, you must complete, or provide for in a manner satisfactory to us, such renovation and reequipping of your Anytime Fitness Center as we deem appropriate to reflect the then current standards and image of the System, including, without limitation, renovation or replacement of signs, equipment, furnishings, fixtures and décor.

B. Renewal. You have the right to renew your Anytime Fitness Center franchise for the Franchised Location for an additional five (5) year term, provided you meet all of the following conditions:

1. you have given us written notice at least two hundred ten (210) days prior to the end of the then current term of this Agreement of your desire to renew;
2. you and all entities you are a member, partner or shareholder of, are in compliance with all agreements between you and us and between you and our affiliates, and there has been no series of defaults by you thereunder (i.e., an abnormal frequency of defaults or a default that has occurred repeatedly, or a combination thereof), whether or not such defaults were cured;
3. you make, or provide for in a manner satisfactory to us, such renovation and reequipping of your Anytime Fitness Center as we deem appropriate to reflect the then-current standards and

image of the System, including, without limitation, renovation or replacement of signs, equipment, furnishings, fixtures and decor;

4. you pay us a renewal fee at least thirty (30) days prior to the expiration of the initial term of this Agreement in an amount equal to Seven Thousand Five Hundred Dollars (\$7,500) (the "Renewal Fee");

5. you sign the standard Franchise Agreement then being used by us within thirty (30) days of receipt, provided that you pay the Renewal Fee in lieu of the Initial Franchise Fee set forth in the then-current Franchise Agreement. The terms of such Franchise Agreement may differ from this Agreement, including higher fees and a modification to the Protected Territory based upon our then-current methods of determining protected territories (and which may include a reduction in the Protected Territory);

6. you present satisfactory evidence that you have the right to remain in possession of the Franchised Location for the duration of the renewal term, unless we determine that the location of your business is no longer viable for the operation of your Anytime Fitness Center, in which case we may condition your right to renew on your obtaining a new site for your Anytime Fitness Center that we approve;

7. your management staff successfully completes any refresher training prescribed by us at least thirty (30) days prior to the expiration of the term of this Agreement; and

8. at the time you sign the Franchise Agreement to renew your franchise, you sign and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where your Anytime Fitness Center is located, all claims that you may have against us and our affiliates and our respective current and former officers, directors, shareholders, employees, insurers, consultants, contractors and agents, in both their corporate and individual capacities.

If you fail to timely comply with any provision of this Section 2.B, time being of the essence, we will at all times thereafter be permitted to operate or license to someone else the right to operate an Anytime Fitness center from any location in the Protected Territory, and you specifically grant to us and to the owner of that center the right to contact the members and other customers of your Anytime Fitness Center, notify them that you have chosen not to renew your relationship with us, and solicit those members and customers to join a new Anytime Fitness center in the Protected Territory.

We recommend that you set aside One Thousand Dollars (\$1,000) per month in an account to be used as seed money to bring your Anytime Fitness Center up to current standards upon expiration of this Agreement. We reserve the right to require you to pay these amounts to us to hold for you, but if we impose this obligation, we will release the funds to you as needed for you to complete your obligation to renovate and re-equip your Anytime Fitness Center. While we do not expect these funds will cover the entire cost of both the remodeling and new equipment you will need, if we do collect these amounts and they exceed the amount you need, we will refund the excess amounts to you upon completion of the renovation and re-equipping and renewal of the Franchise.

3. MARKS AND COPYRIGHTS

A. Identity of Your Anytime Fitness Center. Your Anytime Fitness Center will be identified by the trademark "Anytime Fitness[®]," unless we specifically agree that your center will operate as a center in a more rural area, under the name "Anytime Fitness Express[®]."

B. Ownership of Mark. You agree that we own the Marks and the System. You also agree that any and all improvements and derivations by you relating to the Marks and System are our sole property

and you hereby assign to us the same, together with the goodwill associated with the same. We will have the exclusive right to register and protect all such improvements and derivations of the Marks and the System.

C. Use. Your right to use and identify with the Marks and System applies only to the Franchised Location, and exists concurrently with the term of this Agreement and only so long as you are in complete compliance with our quality standards. You will have the right to use the Marks and System only in the manner prescribed, directed and approved by us in writing and in accordance with all applicable laws and regulations pertaining to advertising and marketing, including, without limitation, federal and state laws pertaining to telemarketing (including the Telephone Consumer Protection Act), false advertising, unfair competition and unfair practices. You will not have or acquire any rights in any of the Marks or System other than the right of use as governed by this Agreement. You may not authorize others to use or reproduce our Marks without our prior written consent. Your use of the Marks and any resulting goodwill will be to our exclusive benefit. If, in our judgment, your conduct infringes upon or demeans the goodwill, standards of uniformity or quality, or business standing associated with the Marks or the System, you will immediately, upon written notice from us, modify your use of the Marks and the System in the manner prescribed by us in writing. You will not during or after the term of this Agreement do anything directly or indirectly which would disparage, infringe upon, harm, or contest our rights in, the Marks or System.

D. Promotion. You will operate your Anytime Fitness Center so that it is clearly identified and advertised as an Anytime Fitness center. The style, form and use of the words “Anytime Fitness” in any advertising, written materials, products or supplies, including but not limited to any Technology Platform (defined below), must, however, have our prior written approval and comply with our specifications as we may prescribe in writing and as set forth in the Manual, or otherwise. You will use the trademark “Anytime Fitness®” and the other Marks which now or hereafter may form a part of the System, on all signs, paper supplies, business cards, uniforms, advertising materials, Technology Platforms, signs and other articles in the identical combination and manner as we may prescribe in writing and you will supply to us samples or photographs of the same upon our request. You will comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs of the same upon our request. You will not use the words “Anytime Fitness” in your corporate, partnership, limited liability company or other entity name. You may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the Telephone Consumer Protection Act, and state advertising laws applicable to your Anytime Fitness Center.

E. Substitutions of, or Adverse Claims to, Marks. We have the right to protect and maintain all rights to the Marks against encroachment, misuse or unauthorized use and against all challenges to any rights of its use, as we deem appropriate. If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, or to discontinue using any Mark, or if there is an adjudication by a court of competent jurisdiction that any party’s rights to any of the Marks are superior to ours, then upon written notice from us, you will, at your sole expense, immediately adopt and use the changes and amendments to the Marks that are specified by us in writing, and if the Mark that is changed is the name “Anytime Fitness,” then all references in this Agreement to the name “Anytime Fitness” will be deemed references to such substitute Mark. If we modify or discontinue use of any Mark, you will immediately cease using the Marks specified by us, and will, as soon as reasonably possible, commence using the new trademarks, trade names, service marks, logos, designs and commercial symbols designated by us in connection with all advertising, marketing and promotion of your Anytime Fitness Center. We will have no liability or obligation whatsoever with respect to your modification or discontinuance of any Mark. You will not make any changes or amendments in or to the use of the Marks or System unless directed by us in writing.

F. Litigation. You will have no obligation to and will not, without our prior written consent, defend or enforce any of the Marks in any court or other proceedings for or against imitation, infringement, any claim of prior use, or for any other allegation. You will, however, immediately notify us of any claims or complaints made against you with respect to the Marks and will, at your reasonable expense, cooperate in all respects with us in any court or other proceedings involving the Marks. We will pay the cost and expense of all litigation incurred by us, including attorneys' fees, specifically relating to the Marks. We will have the right to control and conduct any litigation relating to the Marks and be entitled to all recovery related to claims with respect to the Marks. While we are not required to defend you against a claim based on your use of the Marks, we will reimburse you for your liability arising from your authorized use of the Marks. You will also be required to reimburse us for liability arising out of your unauthorized use of any of the Marks.

G. Copyrighted Materials. You acknowledge and agree that we may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Materials"), including the Manual (as defined below). The Copyrighted Materials are our valuable property. Your rights to use the Copyrighted Materials are granted to you solely on the condition that you comply with the terms of this Agreement. Your use of the Copyrighted Materials does not vest you with any interest other than the temporary, non-exclusive license to use the Copyrighted Materials granted in this Agreement. All rights that inure as a result of the use of the Copyrighted Materials belong solely to us.

H. Protection. You will sign any documents that we or our counsel deem necessary for the protection of the Copyrighted Materials or the Marks or to maintain their validity or enforceability, or to aid us, at our expense, in acquiring rights in or in registering any of the Marks or any trademarks, trade names, service marks, slogans, logos or emblems that we subsequently adopt.

4. INITIAL FRANCHISE FEE

A. Initial Franchise Fee. Upon execution of this Agreement, you will pay us a nonrefundable initial franchise fee (the "Initial Franchise Fee") as set forth in the Rider.

B. No Refunds. The Initial Franchise Fee has been fully earned upon our signing of this Agreement and is nonrefundable in consideration of the expenses incurred by us in granting this franchise and for the lost or deferred opportunity to franchise others.

5. MONTHLY FEE

A. Monthly Fee. You will pay to us a non-refundable monthly royalty payment (the "Monthly Fee"). The Monthly Fee for your center under this Franchise Agreement will initially be Eight Hundred Twenty Dollars (\$820) per month. On January 1 of each year, we may increase the Monthly Fee to reflect inflation according to the changes in the Consumer Price Index -- All Items 1982-84 =100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, or its successors, or, in the event the Index is no longer published, by any other comparable instrumentality we select tracking inflation in the United States. The increase will be based on the increase in the Index for the most recent twelve (12) months ended November 30 of each year, and such increase will take effect on January 1.

1. Your obligation to pay us the Monthly Fee under the terms of this Agreement will remain in full force and effect throughout the term of this Agreement.

2. Your obligation to begin paying the Monthly Fee will begin on the date you open your Anytime Fitness Center, unless you have not done so within twelve (12) months from the Effective Date, in which case, your obligation to begin paying the Monthly Fee will begin twelve (12) months from

the Effective Date. If you have engaged one of our affiliates to provide you with site selection services and you are actively working with such affiliate to obtain a site, we will waive the Monthly Fee until you begin operating your Anytime Fitness Center. If your obligation to begin paying the Monthly Fee commences after the first day of the month, the Monthly Fee will not be due until the month that begins immediately after the month that your obligation to pay the Monthly Fee begins. For example, if you sign this Agreement April 15, and your Anytime Fitness Center opens June 15, the first time that you must pay the Monthly Fee is July 1. Your obligation to pay the Monthly Fee continues through the term of this Agreement. You will also pay the full amount of the Monthly Fee for the last month of the term of this Agreement, regardless the actual date of expiration or termination date of this Agreement. We may, upon 30 days' prior notice to you, replace the fixed Monthly Fee with a percentage-based monthly royalty on all Gross Revenue, including personal training revenue and point of sale revenue (not to exceed 8% of Gross Revenue).

B. Method of Payment.

1. Notwithstanding any designation by you, we have the sole discretion to apply any payments made by you to any of your indebtedness for Monthly Fees, General Advertising and Marketing Fees, purchases from us or our affiliates, vendors, interest, collection costs or any other indebtedness. You agree that you will not withhold payment of any Monthly Fees, General Advertising and Marketing Fees or any other amount due us, and that the alleged non-performance or breach of any of our obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for Monthly Fees, General Advertising and Marketing Fees or any other amounts due.

2. You hereby authorize your billing and payment processor to deduct from any monies it collects on your behalf the amount of all fees and payments you are obligated to pay us and to our affiliates and to pay those fees to us or to our affiliates on the due date of such fee. We also have the right to require you to sign and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your account, either by check, via electronic funds transfer or other means or such alternative methods as we may designate ("Payment Methods") for all fees and payments due to us. We may use the Payment Methods to collect Monthly Fees, advertising fees and any other amounts due to us or our affiliates on the date such amounts become due. You will notify us at least twenty (20) days before closing or changing the account against which such debits are to be made. If such account is closed or ceases to be used, you will immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and will not affect any obligation or liability for amounts owed.

C. Security Interest. You grant us a first priority security interest in your receivables and equipment, whether now existing or hereinafter created, together with all proceeds of such assets. You authorize us to file one or more financing statements to evidence this security interest. However, we will subordinate our first priority interest to a lending institution that provides you financing for your Anytime Fitness Center.

D. Charitable Contribution. We may, upon 30 days' prior notice to you, require that you pay One Hundred Dollars (\$100) per month to Heartfirst Charitable Foundation or another charitable organization we designate on or before the first day of each month.

6. ADVERTISING AND PROMOTION

A. Grand Opening Program. You agree to conduct a grand opening advertising and promotional program ("Grand Opening Program") for your Anytime Fitness Center beginning sixty (60) days prior to your scheduled opening and ending sixty (60) days following the opening of your Anytime

Fitness Center. The Grand Opening Program must target prospective members throughout the Protected Territory and meet the standards we establish from time to time.

You must spend a minimum amount on the Grand Opening Program as set forth on the Rider. The amounts you spend on the Grand Opening Program are in addition to the General Advertising and Marketing Fees (defined below) that you must pay to us. Upon request by us, you must provide us with a report itemizing the amounts you spent on the Grand Opening Program. If you fail to spend the minimum required amount on the Grand Opening Program, we may require you to pay the difference between what you should have spent for the Grand Opening Program and what you actually spent into the General Advertising and Marketing Fund.

B. Advertising Fee. We have established a general advertising and marketing fund (the “General Advertising and Marketing Fund”), and we require you to contribute each month to the General Advertising and Marketing Fund (the “General Advertising and Marketing Fees”).

1. The General Advertising and Marketing Fees are due on or before the first day of each month. The first payment is not due until the month that begins immediately after the month that your Anytime Fitness Center opens. Your obligation to pay the General Advertising and Marketing Fees continues through the term of this Agreement. You will also pay the full amount of the General Advertising and Marketing Fees for the last month of the term of this Agreement, regardless the actual termination date of this Agreement.

2. The General Advertising and Marketing Fees may be based on a flat fee, or the number of members of your Anytime Fitness Center, or the square feet of your Anytime Fitness Center, or any other formula we deem appropriate. The initial General Advertising and Marketing Fee for your Anytime Fitness Center will be equal to Six Hundred Dollars (\$600) per month. We reserve the right to increase the General Advertising and Marketing Fees upon sixty (60) days’ written notice, provided, however, that the General Advertising and Marketing Fee will not exceed the greater of Six Hundred Dollars (\$600) per month or two percent (2%) of Gross Revenue (which may be calculated on a weekly basis).

3. We may use General Advertising and Marketing Fund Fees for any purpose that promotes the system, the Marks or the Anytime Fitness name as we deem appropriate in our sole discretion, which may include the creation, production and placement of consumer advertising; purchase of marketing related technology platforms, such as social medial management, asset management, and creation, marketing automation and CRM and related consulting or development costs, market research, consumer insights and analytics, brand tracking, voice of the consumer; agency costs and commissions; costs of preparing, producing and conducting local, regional or national media of our choice, including: television, radio, Internet, magazine, direct mail and newspaper, billboard, social media and digital advertising, and direct mail campaigns, and other public relations activities; developing and/or hosting, maintaining and optimizing our website, other websites, and other applications or similar activities; implementing keyword or adword purchasing programs; administering regional or multi-regional advertising programs and other media advertising; in-house staff assistance and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms and other advertising, promotion or marketing agencies; developing marketing and advertising training programs and conducting consumer and market research (including surveys and sampling) and secret shopper programs; and other advertising, promotion and marketing activities, including participating at trade shows. For the avoidance of any doubt, we may also reimburse ourselves, our authorized representatives or our affiliates from the General Advertising and Marketing Fund for any expenses incurred by us or any of them related to the promotion of the Anytime Fitness brand, the Marks or the system, including administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other

reasonable direct or indirect expenses that may be incurred by us, them or our authorized representatives and associated with the programs funded by the General Advertising and Marketing Fund. Advertising may be placed in local, regional or national media of our choice. We do not guarantee that advertising expenditures from the General Advertising and Marketing Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. Methods, media employed, the contents of advertising and marketing, and terms and conditions of advertising, marketing and promotional programs, will be in our sole discretion. All interest, if any, earned by the General Advertising and Market Fund will be used for the payment of the foregoing expenses before application of any principal.

C. Local Advertising & Minimum Spend Requirement.

1. In addition to the General Advertising and Marketing Fees, you agree to conduct your own local marketing of your Anytime Fitness Center, either alone or in combination with other Anytime Fitness center owners in your market. You must spend a minimum of Six Hundred Dollars (\$600) to One Thousand Dollars (\$1,000) on local advertising, depending upon the size of your market as determined by us in our discretion, in accordance with the following chart and as specified in the Rider:

Population within a 3-mile radius of your Franchised Location	Minimum Local Advertising Spend Requirement
Less than 25,000 people	\$600 per month
Between 25,000 and 49,999 people	\$800 per month
More than 50,000 people	\$1,000 per month

2. You must use our preferred vendors for your Grand Opening Program for your Anytime Fitness Center (which may be us or our affiliates), and we may require you to submit your grand opening plans and local marketing plans for our prior approval, submit proof of purchase or other documentation to verify you have met minimum spend requirements, and show proof of performance of your advertising activity. If you fail to spend the minimum required amount on local advertising in any calendar year, we may require you to pay the difference between what you should have spent on local advertising and what you actually spent into the General Advertising and Marketing Fund. We also reserve the right to require you to pay to us the minimum required amount for the Grand Opening Program and the minimum required amount each month for local advertising, plus our current one-time setup fee, and we will conduct the Grand Opening Program or local advertising, as applicable, on your behalf in our discretion. We reserve the right to audit your records upon request to determine compliance with this requirement. You acknowledge that it is your responsibility to market your Anytime Fitness Center. You must comply with our then-current advertising standards and specifications, as set forth in the Manual or otherwise in writing. You must submit to us for our prior approval any advertising you propose to use for the promotion of your Anytime Fitness Center at least four (4) weeks before you may use any such advertising. We reserve the right to refuse, reject, adjust or require changes to any advertising material you prepare. We may revoke your right to use any previously approved advertising materials at any time upon notice to you, and you must immediately cease using such advertising materials. You also must purchase a representative sample of all marketing materials we prepare for brand level promotions. We may prescribe minimum amounts of these materials that you must purchase. The amounts you pay for these items are nonrefundable and must be paid at the times we specify. These items will not constitute all of the items you will need to market your Anytime Fitness Center and you will need to purchase other items. If you choose to contract with marketing vendors that are not our preferred vendors, you may not have access to certain resources, assets and communications.

D. Advertising Cooperative. At such time as we in our sole discretion may determine, you shall join an advertising cooperative made up of other Anytime Fitness franchisees (the “Local Cooperative”), as we determine. In such event, you must participate in the Local Cooperative on the terms and conditions we require. We can create, modify or dissolve any Local Cooperative at any time we determine. The amount of the contribution you must contribute to the Local Cooperative will be determined at the time we establish the Local Cooperative but will not be more than two percent (2%) of your monthly Gross Revenue.

E. Gross Revenues. “Gross Revenues” shall mean the total amount of revenues generated from all business activities taking place by, through or at the Anytime Fitness Center, in the form of cash or credit, plus the fair market value of products delivered and services rendered to you, or to your designee, in consideration for products and services provided in, from, or in conjunction with your Anytime Fitness Center. There will be excluded from “Gross Revenues” bona fide refunds, credits given or allowed to customers for the return of merchandise and amounts collected from customers and remitted by you to any governmental taxing authority in satisfaction of sales taxes, however, chargebacks are not deducted from the calculation of Gross Revenues.

7. ANYTIME FITNESS CENTER PREMISES

A. Site Acquisition. Prior to the acquisition by lease or purchase of the site for your Anytime Fitness center, you will submit to us such information and materials as we may require, which may include, but not be limited to, your proposed lease. We will have ten (10) business days after receipt of the information and materials we requested to approve or disapprove your proposed site. No site will be deemed approved unless it has been expressly approved in writing by us by notice of site approval sent to you. Our examination and approval of the location of your Anytime Fitness center site does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of the Anytime Fitness center at that location. In addition, we may require you to furnish us with a copy of the signed lease within five (5) days after its execution.

B. Retail Product Package. Before you open your Anytime Fitness Center, we may require you to purchase a package of retail products to offer for sale in your Anytime Fitness Center from us at our then-current prices. These amounts are nonrefundable and are due at the time we specify.

C. Opening. You may not initially open your Anytime Fitness Center for business until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled and we have approved your opening date; (2) the Initial Training Program is completed to our satisfaction; (3) all amounts due to us and our affiliates have been paid; (4) we have been furnished with copies of all insurance policies and certificates required by this Agreement, or other documentation of insurance coverage and payment of premiums that we request; (5) you notify us that all approvals and conditions in this Agreement have been met; (6) you have received all required permits and licenses; and (7) you have ordered, received and installed all equipment, supplies, inventory and computer systems that we require.

Unless otherwise agreed in writing by us, you must open your Anytime Fitness Center on or before the Required Opening Date, but in no event more than twelve (12) months from the Effective Date. Notwithstanding the foregoing, if you are entering into this Agreement pursuant to the terms of an Area Development Agreement executed between you (or your affiliate) and us, you will open your Anytime Fitness Center on or before the date set forth in the “Development Schedule” (as defined in the Area Development Agreement). In each case, you must thereafter diligently operate your Anytime Fitness Center in accordance with this Agreement for the entire remaining term of this Agreement. Your failure to open your Anytime Fitness Center on or before the Required Opening Date will constitute a default of this

Agreement and allow us to terminate this Agreement and retain any amounts you have paid to us or our affiliates.

D. Relocation. You may not move or relocate your Anytime Fitness Center without our prior written consent, which consent shall not be unreasonably withheld.

1. The request for relocation must be made in writing, stating the new location, and received by us at least sixty (60) days prior to the date of intended relocation. The new location must be within the Protected Territory (as defined below), and it may not be located within any territory we grant to any other franchisee. We will refund the relocation fee to you if we do not approve your new location.

2. Upon receipt of our approval, you must upgrade the new space to comply with all of our current specifications, and construct the new premises in the manner required under Section 9.A. You also consent to our amendment of the Rider to indicate the new location and any update to your Protected Territory.

8. PRE-OPENING AND ONGOING COMPANY OBLIGATIONS/TRAINING

Our pre-opening obligations to you include those set forth in Sections 6.A, 7.A, 8, and 9.

A. Location. We will provide you with consulting services to assist you in determining the evaluation criteria for selecting the site location for your Anytime Fitness Center as described above.

B. Initial Training. We will, at our expense, provide an initial training program to educate and acquaint your management team with the business of operating an Anytime Fitness center. The training program will include instruction on basic operating skills and other topics we select. If you have more than one Franchise Agreement with us, we may, at our option, provide this training program one (1) time for multiple agreements. The person you designate as your principal operator (whether you, if you are an individual, or one of your owners if you are an entity) (the "Principal Operator") must attend one of the next two (2) initial training programs we offer following our acceptance of this Agreement, and before you open your Anytime Fitness center, and successfully complete the training program. In addition, someone owning more than a ten percent (10%) interest in your Anytime Fitness Center and signing or guaranteeing this Agreement, if other than the Principal Operator (a "Principal Owner") must also attend one of these next two (2) initial training programs, and successfully complete the training program. If anyone other than a Principal Owner attends the training program, we will require they sign a confidentiality agreement that meets our requirement before they may attend and you must provide us a copy of that agreement. The duration of the initial training program will be at our discretion, but generally consists of self-paced online learning courses and assessment tools which must be completed in a manner satisfactory to us, then approximately three (3) days of classroom training conducted in a virtual format or at our corporate offices, at our discretion, followed by a two (2) to five (5) day in-person job shadowing training experience held at a location that we designate. You will be responsible for travel costs, room and board, salaries, fringe benefits, and other expenses incurred by you and your employees in attending the training program.

C. Additional Required Training. Each calendar year, a Principal Owner of your business must attend at least one approved training program we offer virtually, at our corporate office or in any region. You must pay any fees applicable to the training program you select. In addition, you must pay all travel and living expenses you and your employees incur, and we reserve the right to charge a cancellation fee if you register and either fail to attend or leave the training prior to completion.

D. Conference. A Principal Owner is required to register for, and attend our conference if and when we hold it. If a Principal Owner cannot attend the conference, we will consider allowing you to

transfer the registration to your Principal Operator, but to no other person. Additional representatives of yours may also attend the conference, as long as you register them and pay the registration fee for their attendance. You must also pay for all travel and living expenses incurred by you and your representatives in attending the conference. If you fail to register for our conference, we will bill you for the “early bird” (or similar) conference fee after the conference.

E. Additional Training. We will make available additional training which we deem advisable to familiarize you and your management team on changes and updates in the System. We will also make available training for your coaching staff to familiarize them with our proprietary Coaching Suite for personal training, physical therapy, nutrition and recovery. These additional training programs may be optional or required. You must pay us our then-current fee for such additional training programs plus the cost of travel, lodging and meals.

F. Continuing Engagement Credits. Each calendar year that your Anytime Fitness Center is open, you must obtain at least one thousand two hundred (1,200) continuing engagement credits within the Anytime Fitness system. These are credits we will establish from time to time for attending various training programs, and for other participations in the Anytime Fitness system. If you fail to meet this requirement in any year, you must pay a fee of One Dollar (\$1.00) for each credit for which you are deficient, which we will deposit in the General Advertising and Marketing Fund. (The minimum required credits do not increase for each franchise you own, but if you do not meet the minimum credit requirement, the fee is payable with respect to each franchise agreement containing this provision.) The fee is due the first quarter of the following year. The number of required credits will be prorated for any partial year your Anytime Fitness Center is open.

G. Manual. We will loan you one copy of the manual in which we describe the System operational policies, standards, requirements and practices (the “Manual”). The Manual may be loaned to you by providing you access to an electronic version of the Manual. The Manual contains mandatory and suggested specifications, standards and operating procedures that we have developed for Anytime Fitness centers and information relating to other obligations of you. You will comply with and operate your Anytime Fitness Center in conformance with all mandatory provisions of the Manual. We have the right to revise the Manual at any time or add additional manuals. You will incorporate all revisions into the Manual, and at all times the Manual (including any additional manuals) will remain on the premises of your Anytime Fitness Center. You will not make copies of any portion of the Manual without our prior written consent. You acknowledge that the required provisions of the Manual are designed to protect our standards and systems and our Marks and to create a uniform customer experience, and not to control the day-to-day operation of your Anytime Fitness Center.

H. Ongoing Assistance. During the operation of your Anytime Fitness Center, we will make available to you from time to time all changes, improvements and additions to the System and all supplements and modifications to the Manual, and assign you a franchise business consultant or other contact to support the opening of your Anytime Fitness Center.

I. Additional On-Site Training; On-Site Relaunch Training. If you need additional operations training or are a new franchisee of the Anytime Fitness system and you purchase an existing Anytime Fitness Center, we will send a representative to your Anytime Fitness Center for up to six (6) days of required, on-site training for you and your staff. The exact length of on-site training is at our discretion. You must pay our then-current fee for this on-site training, which includes the cost of travel, lodging and meals, and we will adjust this fee periodically, as described in the Manual. You must provide certain documents related to the existing Anytime Fitness Center’s performance at least fourteen (14) days in advance of the on-site training visit. If you fail to timely provide the requested documents, you must re-

book the on-site training and pay a Two Thousand Dollar (\$2,000) re-booking fee in addition to the fee you paid for the on-site training.

J. On-Site Training Cancellation Fees. If our representative is scheduled to conduct an on-site training program at your Anytime Fitness Center and you subsequently cancel the scheduled training program, then you must pay us our then-current on-site training cancellation fee (the "On-Site Training Cancellation Fee"). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation.

K. No-Show Fees. If our representative or designee is scheduled to conduct an on-site visit at your Anytime Fitness Center, or if you register for a training program and you cancel, failure to attend, fail to have the appropriate parties attend, or fail to stay for the entire training program, and you did not provide us with at least two (2) weeks prior written notice that you or appropriate parties will not be attending, then you must pay us the greater of our then-current no show fee or the actual costs and expenses of rescheduling our travel arrangements.

L. Nature of Assistance and Training. You agree that we are not obligated to provide any training or assistance to your particular level of satisfaction, but as a function of our experience, knowledge and judgment. You also acknowledge that we are not obligated to provide any services to you that are not set forth in this Agreement. If you believe we have failed to adequately provide any pre-opening services to you or to your employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of your Anytime Fitness Center, you must notify us in writing within thirty (30) days following the opening of your Anytime Fitness Center or you will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by us were sufficient and satisfactory in your judgment, and complied with all representations made to you.

9. APPEARANCE AND OPERATION OF YOUR ANYTIME FITNESS CENTER

The Marks and System licensed to you represent valuable goodwill distinctive of our business and reputation. We will promulgate, from time to time, standards of quality and service regarding the business operations of Anytime Fitness centers so as to protect the distinction and goodwill represented and symbolized by the Marks and System. You must abide by those standards and the provisions set forth below unless otherwise authorized by us in writing.

A. Construction. Your Anytime Fitness Center must be developed in accordance with applicable laws, regulations, codes and other governing requirements, as well as our mandatory specifications (the "Mandatory Specifications") that we provide to you, and the center specific layout/design that we provide to you ("Compliance Drawing"). You will be required to supply us with accurate site information for your proposed location to allow us to create a Compliance Drawing for you. This information will include, but not be limited to, as-built drawings, surveys, technical data, construction documents and site plans. If you are developing a new Anytime Fitness Center, we will provide you with one Compliance Drawing at no additional cost. If you are signing this Agreement in connection with a renewal or a transfer and we determine that your Anytime Fitness Center requires renovation or re-equipment, you must pay us Two Hundred Fifty Dollars (\$250) for the Compliance Drawing, and we will credit Two Hundred Fifty Dollars (\$250) of the cost against one (1) Monthly Fee payment if you complete all renovation and re-equipment requirements by the required due date. In either case, if you require additional Compliance Drawings, you must pay us Two Hundred Fifty Dollars (\$250) for each additional Compliance Drawing.

1. Promptly after you have obtained possession of the site for your Anytime Fitness Center, you will: (i) retain the services of our designated architectural vendor to create a complete set of detailed construction documents in strict accordance with the Compliance Drawing and our Mandatory Specifications (“Construction Documents”), and to complete construction of your Anytime Fitness Center in accordance with such Construction Documents; (ii) retain the services of a general contractor; (iii) have prepared and submitted for our approval a site survey and basic architectural plans and specifications consistent with our Mandatory Specifications; (iv) purchase or lease, and then, in the construction of your Anytime Fitness Center, use only the building materials, equipment, fixtures, furniture and signs we have approved; (v) complete the construction and/or remodeling, equipment, fixtures, furniture and signage lease in decorating your Anytime Fitness Center in full and strict compliance with the plans and specifications we approve, and with all applicable ordinances, building codes and permit requirements without any alterations; (vi) obtain all customary contractors’ sworn statements and partial and final waivers; and (vii) obtain all necessary permits, licenses and architectural seals and comply with applicable legal requirements relating to the building, signs, equipment and premises, including, but not limited to, the Americans With Disabilities Act.

2. We may designate a construction management services vendor to assist you in submitting, processing, monitoring and obtaining in a timely manner all necessary construction documents, licenses and permits, and to assist you through construction. If we require you to use a designated vendor for construction management services, you must pay such vendor the then-current fee for construction management services. We may transition the construction management services to a mandatory program for all franchisees.

3. If this Franchise Agreement is signed as part of the transfer of an existing franchise, or renewal of an existing franchise, then the construction required under this Section 9.A shall be the renovation of your Anytime Fitness Center in accordance with the provisions of the predecessor franchise agreement. If, at our sole discretion, we allow you to complete the renovation after signing this Agreement, the renovation must be completed in accordance with the provisions of this Section 9.A by the date set forth in the Rider.

4. If your Anytime Fitness Center is not constructed strictly according to the plans we have approved and our Mandatory Specifications, we may not approve you to open for business. If we do not approve your opening, you will have thirty (30) days from the date we deny our approval for opening to correct all the construction problems so that your Anytime Fitness Center is strictly constructed according to our approved plans. If you fail to correct the problems within this 30-day period, we may immediately terminate this Agreement. If your Anytime Fitness Center opening is delayed for these or any other reasons, you will be responsible for any losses or costs relating to such delay. In any event, you may not open your Anytime Fitness Center until all of these problems have been resolved to our satisfaction and if the time period to correct the problems extends past the Required Opening Date you will only have to the Required Opening Date to correct the problems.

5. You will make no changes to any building plan, design, layout or decor, or any equipment or signage in your Anytime Fitness Center without our prior written consent, and such changes may not be contrary to the Mandatory Specifications.

B. Signs. You will prominently display, at your expense, both on the interior and exterior of your Anytime Fitness Center premises, signs in such form, color, number, location and size, and containing such Marks as we designate. We also may require you to use illuminated signs. You will obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with all laws and ordinances. You will not display in or upon your Anytime Fitness Center premises any sign or

advertising of any kind to which we object. We reserve the right to require you to update your signage at any time at your expense.

C. Services. You will conform to all quality and customer service standards prescribed by us in writing.

D. Maintenance of Premises. You will paint and keep in an attractive, clean and sanitary condition the interior and exterior of your Anytime Fitness Center premises. All equipment will be kept in good working order and will meet our quality standards.

E. Approved Information System. We may designate the information system used in your Anytime Fitness Center, including the computer hardware, software, other equipment and enhancements (the "Information System"). In such event, in connection with the approved Information System, you agree to the provisions set forth below. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

1. You must acquire the right to use the Information System, obtain peripheral equipment and accessories and arrange for installation, required maintenance and support services, and interfacing of your Information System with our accounting system, all at your cost. Installation must be performed by a person we have approved and trained.

2. You must purchase and install certain components of your Information System, including certain computer hardware and software and networking equipment, door readers, key fobs, security and surveillance system, and CCTVs from us, our affiliate or other mandatory supplier or vendor. You must also pay us, our affiliate or other mandatory supplier or vendor for the shipping, taxes and installation of such components, and you will be charged a fee if you fail to meet certain specifications before the components are installed.

3. You must obtain all billing and payment processing services through our designated vendor. We or one of our affiliates will provide you, free of charge, one license for its proprietary access control software (the "Club Operating Software") for use at your Anytime Fitness Center, subject to all applicable license terms and conditions. The Club Operating Software, which will be deemed part of the Information System, is designed to provide your members 24-hour access to your Anytime Fitness Center, track usage, and give members reciprocity between Anytime Fitness centers. You must, at your cost, install and properly maintain the Club Operating Software.

4. You must use our designated member management and personal training software ("Club Management Software"), and you may be required to sign a license agreement in connection with the same. You must report to us your personal training revenue each month through our Club Management Software, or other means we may require, and if you fail to provide us any such monthly report, you must pay us a fee of Five Hundred Dollars (\$500) per missing report.

5. You must pay us, our affiliate or other mandatory supplier or vendor the then-current base technology fee ("Base Technology Fee"), which currently includes the support fee for access to the Information System, use of the Club Management Software, certain security system services, fees in connection with using and offering body composition scanner, and fees for using our designated music vendor. The Base Technology fee is currently Seven Hundred Ninety-nine Dollars (\$799) per month for your center under this Franchise Agreement.

We may increase the amount and calculation of the Base Technology Fee ten percent (10%) annually. Adjustments are compounded annually and cumulative including increases in any given year of greater than ten percent (10%) to adjust for prior years when no increase, or an increase of less than the permitted percentage increase, was implemented. The Base Technology Fee may not include the rights to any required digital media content for in-club display. Although not currently required, you may be required to purchase rights to display this digital content in your Anytime Fitness Center during the term of this Agreement.

6. We will have the right at all times to access the Information System and to retrieve, analyze, download and use all software, data and files stored or used on the Information System. We may access the Information System in your Anytime Fitness Center or from other locations. You will store all data and information on the Information System.

7. As upgrades to the hardware and/or software are developed, we may require you to obtain and install any or all of these upgrades. You are responsible for the cost of all upgrades, including any initial and/or ongoing license, support or service fees.

8. You must have e-mail and high-speed Internet access capabilities at your Anytime Fitness Center. We or our affiliate will provide you with an email address and inbox as part of the Information System. You may only obtain email addresses and inboxes for use in connection with your Anytime Fitness Center from us, our affiliate, or our designee. We may require you to use one or more designated vendors and/or software programs, which may include the Club Management Software, to manage automated emails, text messages, and one to one communications to your members and prospective members.

9. You are solely responsible for protecting yourself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims you may have against us or our affiliates as the direct or indirect result of such disruptions, failures or attacks. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

F. Billing and Payment Processing Services. We have the right to designate one or more approved vendors and/or software programs, which may include the Club Management Software, for billing and payment processing services. We may designate different vendors for payment of different services. You must use the vendor(s) that we designate (or one of the approved vendors if we designate more than one) for all your billing and payment processing. You must pay the designated vendor their customary charges for these billing and payment processing services, as well as their customary charges for all other ancillary services they provide.

G. Indemnification. You hereby release and agree to hold us and our affiliates, and our respective officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature arising from, or in connection with, the installation, maintenance, or operation of the Information System and its billing and payment processing, except to the extent arising from such party's gross negligence or intentional acts.

H. Technology Platforms. Except as described in the Manual or otherwise in writing, we reserve the sole right to advertise the System on the Internet and to offer and sell any products or services via the Internet, including via live-stream, recordings, or any mobile or electronic application, whether web-based or otherwise (or any current or future form of electronic platform or communication). You may not

establish or have established any digital or electronic medium or method of communication, including a website, web page, review or opinion page, social media and/or social networking site, channel, avatar, profile, including an online business profile, business networking site, account, hashtag, user name or application, whether web-based or otherwise, relating to or making reference to us or the Marks, your Anytime Fitness Center, or to the System (each, a “Social Media Presence”). You may not use all or part of any of the Marks, or any similar name, word, symbol, or variant thereof, in a domain name, email address, account name, username, profile, or URL (each, an “Online Identifier”). We reserve the right at any time, in its sole discretion, to require you to remove, delete, or modify any Online Identifier or Social Media Presence, or any information, content, or post thereon or created therewith. We will retain sole ownership of any Online Identifier and Social Media Presence, as well as any domain name related thereto and all content thereon or created therewith, which includes all or a portion of any of the Marks, or any word, phrase, or symbol confusingly similar thereto or variant thereof, as part of the Online Identifier. You must provide us with all passwords and administrative access to any such Social Media Presence or Online Identifier. You shall not establish or maintain, or have established or maintained on its behalf, a mobile application making use of any of the Marks or otherwise related to the Anytime Fitness Center or the System. You shall not use any of the Marks in any keyword advertising, pay-per-click advertising or other search engine marketing, unless otherwise approved by us.

However, you must participate in any Internet website, home page, web pages, electronic mail, social media sites, applications, web-based or otherwise, online platforms, and other current or future forms of electronic communications that we require (collectively the “Technology Platforms”), as described in the Manual or otherwise in writing. You must use the Technology Platforms to communicate with us, including email and messaging. To the extent that you may control or access any Technology Platform, the Technology Platforms must be operated and maintained by you in compliance with all provisions of this Agreement, including those regarding the use of confidential and proprietary information, as well as any and all operating procedures, policies, standards and requirements as we may specify from time to time. You must maintain any Technology Platform you control or access in compliance with all applicable laws, rules, and regulations, including but not limited to those applicable to copyright and trademark, privacy, anti-defamation, and advertising and endorsements. You must submit all content for any Technology Platform to us for our prior written approval before using such content. You must pay us or our designee (which may be our affiliate) the then-current fees for the access to, modification of and maintenance of the Technology Platforms. We may modify, suspend, replace, discontinue or add to any Technology Platforms at any time and you must comply with such changes at your expense. We retain sole ownership of the Technology Platforms, including any domains names, content, email addresses and information stored on the Technology Platforms. Your access to the Technology Platforms will automatically terminate upon expiration or termination of this Agreement. You hereby release and agree to hold us, our officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature, arising from, or in connection with, the creation, operation, or maintenance of the Technology Platform, unless such liability arises out of our gross negligence or intentional acts.

I. Compliance with Our Standards. You will operate your Anytime Fitness Center through strict adherence to any mandatory standards, specifications and policies of the System as they exist from time to time, in order to ensure compliance with the quality standards of the System. You may offer and sell from your Anytime Fitness Center only those products and services that we approve and only in the manner in which we approve. You may not offer or sell at your Anytime Fitness Center or otherwise, any products or services we have not approved nor may you offer or sell any products or services via a method or medium we have not approved, including via the Internet, live-streaming or recordings, or via an application, whether web-based or otherwise, without our prior, express approval. We have the right to change the products and services that we require you to offer from your Anytime Fitness Center at any time, without limitation. We reserve the right to make any new products or services required products and service offerings in the future and you may be required to use with one or more of our designated vendors

or partners, purchase additional equipment or technology, and provide additional training to your staff in order to offer these products or services. You will at all times be responsible for the conduct of the day-to-day operation of your Anytime Fitness Center and for the terms of employment for your employees.

1. You acknowledge that the mandatory standards, specifications and policies we establish are not aimed at the day-to-day operation of your business, which will solely be within your control, but are merely intended to preserve the goodwill of the System and Marks.

2. Notwithstanding any requirements in the standards, specifications and policies of the System that require your Anytime Fitness Center to be open twenty-four (24) hours per day, if any state or local laws require you to have a staff member on the premises at all times that persons are using your Anytime Fitness Center, we may, at our sole discretion, consent to you operating your Anytime Fitness Center less than 24 hours per day. We also require you to staff your Anytime Fitness center for a minimum amount of hours per week and may require you to offer personal training, nutrition, physical therapy, recovery or other health and wellness coaching services to your members. We may require you to contract with our designated vendor for personal training sales development and coaching services.

3. We reserve the right to have someone conduct an inspection of your Anytime Fitness Center after you open. We will provide you a copy of the report at your request. If your Anytime Fitness Center does not receive a passing score from that visit, a new inspection will be conducted. This process will be repeated until you have received a passing score. At our option, you must pay us for a final inspection fee we establish for each failed inspection to defer any costs we incur in re-inspecting your Anytime Fitness Center after the first inspection. This fee will be payable in the manner we specify.

4. If you fail to maintain the premises of your Anytime Fitness Center in a condition that satisfies our reasonable requirements, or if you otherwise fail to comply with any provision of this Agreement, we may, upon not less than three (3) days' notice to you, order or accomplish the cleaning of the premises, and/or designate one of our representatives to assist you in fulfilling your obligations under this Agreement, and you will be responsible to pay us for all costs we incur in doing so, and all fees we set for providing assistance to you. However, our action in exercising this option does not relieve you from your obligation to properly maintain the premises of your Anytime Fitness Center and to comply with the terms of this Agreement, each of which shall be your sole responsibility.

5. You recognize that modifications that we may make to the System may necessitate that you make capital expenditures during the term of this Agreement in amounts that we cannot forecast. Nothing in this Agreement limits the frequency or cost of future changes to the System that we may require. You understand and agree that we have no ability to identify with specificity the nature of these future general improvements or their expected cost and accept the risk that future general improvements may be imposed that will require significant capital expenditures in an amount that is unknown on the Effective Date and that cannot be fully amortized over the period of time then remaining in the term of this Agreement.

J. Compliance with Laws. You will, at your expense, comply with all applicable local, state, federal and municipal laws, ordinances, rules and regulations pertaining to the operation of your Anytime Fitness Center, including, without limitation, any and all licensing and bonding requirements; health and safety regulations; labor and employment laws; the Americans with Disabilities Act; pricing, membership, consumer disclosure, and unfair and deceptive consumer practice laws; the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR), and other federal and state anti-solicitation laws regulating marketing phone calls; and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type). You will, at your expense, consult an attorney to obtain advice with regard to compliance with all

federal and state licensing laws and all other laws relating to the operation of your Anytime Fitness Center. Further, you will, at your expense, be exclusively responsible for determining the licenses and permits required by law for your Anytime Fitness Center, for filing, obtaining and qualifying for all such licenses and permits, and for maintaining all necessary licenses and permits throughout the term of this Agreement. You must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies we periodically may establish. You must notify us immediately of any suspected data breach at or in connection with the Anytime Fitness Center. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

K. Payment of Liabilities. You will timely pay all of your obligations and liabilities, including, without limitation, those due and payable to us and our affiliates, and to your suppliers, lessors and creditors.

L. Taxes. You will promptly pay all federal, state and local taxes arising out of the operation of your Anytime Fitness Center. We will not be liable for these or any other taxes and you will indemnify us for any such taxes that may be assessed or levied against us which arise or result from your Anytime Fitness Center, including any taxes imposed by your state on any royalties or other amounts you are required to pay to us and our affiliates.

M. Personnel. You are responsible for recruiting, hiring and training employees and others to operate your Anytime Fitness Center.

1. The people you retain to work in your Anytime Fitness Center will be your agents and employees. They are not our agents or employees and we are not a joint employer of those persons. It will be up to you to determine who to retain, how many people to retain (subject to any minimum staffing requirements we may prescribe), how you compensate these people, terms of employment and working conditions for your employees, when and how to discipline the people you hire, and when and how to terminate the people you hire. However, you must at all times comply with all applicable employment laws. We will not have any duty or obligation to operate your Anytime Fitness Center, to direct your employees, to schedule your employees, or to oversee your employment policies or practices.

2. If your state or local law requires you to have personnel certified in cardio pulmonary resuscitation or other health procedures, you must comply with these laws.

3. You will designate an individual to serve as the Principal Operator of your Anytime Fitness Center. The Principal Operator will devote his/her best efforts to the supervision and conduct of the development and operation of your Anytime Fitness Center and, as required in this Agreement, will agree to personally be bound by confidentiality and non-competition provisions of this Agreement. The Principal Operator, and anyone owning a controlling interest in your Anytime Fitness Center if other than the Principal Operator, will complete our initial training requirements and will complete all additional training as we may reasonably designate. You must participate in any business review calls we schedule.

4. We will offer training to your employees from time to time, and we may require you to send your employees to training, and pay our then current fees for providing that training. However, the fact that we may offer training to your employees does not relieve you from the primary responsibility to assure your employees are properly trained. You will be solely responsible for all wages, travel, and

living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide.

N. Photographs. We will have the right to photograph and make video or digital recordings of your Anytime Fitness Center premises and your employees at all reasonable times. We will have the right to use all photographs and videos or digital recordings of your Anytime Fitness Center for such purposes as we deem appropriate, including, but not limited to, use in training, advertising, marketing and promotional materials, and as evidence in any court or arbitration proceeding, to the extent the consent of any of your employees or others is required for our use of these photographs and recordings for commercial purposes, you will use your best efforts to obtain these consents. Neither you nor your employees will be entitled to any right to be compensated by us, our advertising agencies, or other Anytime Fitness franchisees for any use of such photographs or recordings.

O. Ownership of Information. All of the information we or our affiliates obtain from you or about your Anytime Fitness Center, and all information in your records or ours concerning the members of your Anytime Fitness Center (“the Information”) and all revenues we derive from the Information will be our property. However, you may at any time during the term of this Agreement use in the operation of your Anytime Fitness Center (but for no other purpose), to the extent lawful and at your sole risk and responsibility, any information that you acquire from third parties in operating your Anytime Fitness Center, such as customer data. The Information (except for information you provide to us or our affiliates with respect to you and your affiliates, including your respective officers, directors, shareholders, partners or equity members of your entity) will become our property which we may use for any reason as we deem necessary or appropriate in our discretion. You hereby authorize your payment processor to release the information to us at any time. Following termination or expiration of this Agreement, you will no longer use any of the Information, except to comply with your post-term obligations under this Agreement, and you authorize your payment processor to release the Information exclusively to us and/or our designees.

P. Manual. You will operate your Anytime Fitness Center in accordance with all mandatory provisions of the Manual. You will treat the Manual as confidential, and will use all reasonable efforts to maintain the Manual as secret and confidential. You will use the Manual only in the operation of your Anytime Fitness Center. The Manual will remain our sole property. We may from time to time revise the contents of the Manual. You agree to comply with each new or changed standard. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by us will control. Any required specifications, standards and operating procedures described in the Manual or otherwise exist to protect our interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you.

Q. Access; Reciprocity. You agree to abide by the Anytime Fitness Reciprocity Policy as modified from time to time. This policy will likely prohibit you from selling any membership that does not provide full reciprocity benefits to all your members, and a means of accessing other Anytime Fitness centers on a 24-hour basis (typically through a key fob). This may require you, among others, to transfer members from your center to another center based on the current Anytime Fitness Reciprocity Policy. Apart from allowing membership reciprocity, you will not permit persons who are not members of your Anytime Fitness Center access to your fitness facilities, except on an introductory basis not to exceed thirty (30) consecutive calendar days. You also agree not to transfer members of your Anytime Fitness Center to any other fitness club, without the express written consent of the member (except as may be required by the Anytime Fitness Reciprocity Policy), and in no event will you transfer, or attempt to transfer, any membership to any club that is not a part of the Anytime Fitness System, either during or after the termination or expiration of this Agreement.

R. Coaching Suite. You are required to use our proprietary Coaching Suite (“Coaching Suite”), which will assist you to develop, deliver and maintain a coaching program that may include personal training, small group training and/or large group training, as well as nutrition and recovery coaching for your Anytime Fitness Center. If you directly or through an affiliate own and operate additional Anytime Fitness Centers, you also must offer the Coaching Suite programming at these additional Anytime Fitness Centers, and sign our then-current Coaching Suite addendum, pay the additional Coaching Suite fees, and successfully complete any training we require.

We may modify the Coaching Suite at any time. Currently, the Coaching Suite will assist you with implementing a training program, that may include personal training, small group training and/or large group training, as well as nutrition and recovery coaching. These services may be provided to your members in person or in a virtual format that we approve. We will assist you with setting pricing, training your trainers, creating group sessions, and providing ongoing coaching and personal training programming. We may require credentialing of your trainers and/or health coaches. We may provide virtual health or nutrition coaching to your members for a fee paid to us by your members. We may require you to offer physical therapy and nutrition coaching services either directly or through third parties. If we do, you may be required to use one or more of our designated vendors to provide these services, purchase additional equipment or technology, and provide additional training to your staff. You must comply with any other policies or procedures we may establish concerning the Coaching Suite. Access to the Coaching Suite is included in your Monthly Fees.

We will provide our Coaching Suite training to your Principal Operator if you are an existing franchisee that will now elect to offer the Coaching Suite in your existing Anytime Fitness center(s), and you have not already successfully completed this training program. This training is offered virtually. You must pay our then-current Coaching Suite Training fee. You may also send additional individuals to participate in the Coaching Suite Training for our then-current Coaching Suite Training fee.

S. Visits. A representative of ours may make visits to your Anytime Fitness Center to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of your Anytime Fitness Center and all areas of your Anytime Fitness Center at any time during your business hours. Such inspections may include, without limitation, conducting any type of audit or review necessary to evaluate your compliance with all required payments, standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of your Anytime Fitness Center, as we consider necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System. You expressly agree that these visits will not imply that you are in compliance with your obligations under this Agreement or under the law or that we waive our right to require strict compliance with the terms of this Agreement or the Manual. Furthermore, such visits will not create any responsibility or liability in our part. If you request that we make additional visits to your Anytime Fitness Center, you will pay the fees we establish for such visits. You will also allow us to visit your Anytime Fitness Center with prospective franchisees during your business hours.

T. Notices of Default: Lawsuits or Other Claims. You will immediately notify us of, and deliver to us a copy of any notice regarding, a breach, default, claim, lawsuit, administrative or agency proceedings or investigations, or other actions or proceedings relating to your Anytime Fitness Center. Upon request from us, you will provide such additional information as may be required by us regarding the same.

U. Your Dealings With Us and Our Affiliates. You acknowledge that when we are required to perform any services for you, we may use any third parties, including affiliates of ours, to perform those services. We may designate another party to perform, or delegate to another party the performance of, our

duties and obligations under this Agreement or authorize that party to act on our behalf. If you are required to pay us a fee for services, we may have you pay that fee directly to the affiliate or third party that performs the service. However, if you are not required to pay us a fee for the service, you will not be obligated to pay any parties we contract with for services that we are required to provide to you without charge under this Agreement. We and our affiliates may also receive rebates or compensation from other parties in connection with the provision of such services.

V. Purchases. You will purchase only such types, models or brands of fixtures, furniture, equipment, inventory, supplies, digital content, and other items that we approve for Anytime Fitness centers as meeting our standards for quality, design, warranties, appearance, function and performance. Although we do not do so for every item, we have the right to approve the manufacturer of any item used or sold in your Anytime Fitness Center. You will not install or maintain at your Anytime Fitness Center any newspaper racks, video games, jukeboxes, gaming machines, gum machines, vending machines, video or similar devices without our, and any necessary governmental, prior written approval. We may require you, in our sole discretion, to purchase certain fixtures, furniture, equipment, inventory, supplies, services, and other items used or offered at your Anytime Fitness Center from suppliers who have been approved by us, in which case we will provide you with a list of approved suppliers.

1. You acknowledge and agree that certain products, supplies or other services, including certain items comprising the Information System, that you may be required to purchase for use in the operation of your Anytime Fitness Center may only be available exclusively from us or our affiliates, or from other mandatory suppliers or vendors that we approve, in our sole discretion. You also acknowledge and agree that we may designate a single source for certain products, supplies or other services.

2. **THOUGH APPROVED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO FIXTURES, FURNITURE, EQUIPMENT (INCLUDING WITHOUT LIMITATION ANY AND ALL REQUIRED COMPUTER SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS.**

W. Taxes on Fees. If your state, or any governmental body in your state, charges a tax on any fee you owe to us or to our affiliates, then you are required to pay an additional amount equal to the amount of this tax. (For purpose of clarification, this does not apply to any federal or Minnesota income taxes that we or our affiliates must pay.)

X. National and Regional Accounts. We, or others acting on our behalf, may from time to time solicit companies or organizations that have multiple offices to offer memberships to their employees. If we do so, their employees who want to use Anytime Fitness facilities will be required to join his or her local Anytime Fitness center.

1. You will have the right to participate in, and receive the benefits of, all such programs we establish with companies or organizations that have employees in your market. You will have the right each calendar year, by October 31, to opt out of participating in these programs for the next year. If you do not opt out by the means we specify, then you must honor any membership fees or packages that we quote for any employees of these companies or organizations who want to join your Anytime Fitness Center. Once you opt out, you will not participate in any new programs (unless and until you opt in again), but you must continue to comply with the program requirements for any programs that were in effect before the start of the year for which you exercised your right to opt out of the programs.

2. You may not, without our consent, which consent may be withheld in our sole discretion, solicit or approach any business or organization located outside the geographic market in which your Anytime Fitness Center operates for the purpose of soliciting their employees to join your Anytime Fitness Center when those employees will not be predominantly using that facility, nor may you sell memberships to any such person.

Y. National / Brand-Level Promotions. We may, from time to time, establish national or brand-level marketing campaign(s) or promotional offers in which you may be required to participate, honor or offer, subject to compliance with any applicable state or local laws or regulations. You must honor and participate in all member programs, programs requiring you to offer certain products or services through your Anytime Fitness Center, national campaigns, member/customer loyalty, reward, gift card, service packages, member challenges, and other promotional programs we require.

Z. Bond. You must purchase and maintain in effect at all times during the term of this Agreement, a surety bond for membership fees and pre-paid personal training revenue. The bond must be purchased from a vendor we designate and meet our requirements. If you do not obtain or maintain a bond that meets our requirements and we obtain it for you, you must pay us our then current bond handling fee plus the cost of the premiums we pay for the bond.

AA. Compliance with Privacy Laws. You must comply with all standards, laws, rules, regulations, or any equivalent thereof relating to personal information, data privacy, and data protection, including but not limited to, as applicable, the California Consumer Privacy Act, Cal. Civ. Code Section 1798.100 et seq., and must comply with any privacy policies or data protection and breach response policies we periodically may establish. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

10. CONFIDENTIAL INFORMATION/IMPROVEMENTS

A. You acknowledge that all the information you have now or obtain in the future concerning the System and the concepts and methods of promotion franchised hereunder is derived from us pursuant to this Agreement, and that you will treat such information in confidence. You agree never to, directly or indirectly, engage in or abet the misappropriation (as the term “misappropriation” is defined in the Minnesota Uniform Trade Secrets Act), or the disclosure, divulgence, or distribution of all or any part of the System and the concepts and methods of promoting franchises hereunder. You will disclose such confidential information only to such of your employees as must have access to it in order to operate your Anytime Fitness Center and use it only for the operation of your Anytime Fitness Center. At our request, you must deliver to us confidentiality agreements and non-compete agreements in a form satisfactory to us from your owners and the spouses of your owners. The scope of the confidentiality agreements shall be consistent with the provisions of this Section 10.A, and the scope of the noncompete agreements shall be consistent with the provisions of Section 17 of this Agreement. For the avoidance of doubt, you may not use any such confidential information for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence (“AI”) model, algorithm improvement, or similar data aggregation activities without our express written consent. Such uses shall not be deemed related to the performance of this Agreement and are expressly prohibited. You shall not, without our prior written consent, input any such confidential information into any generative AI platform, or disclose such information to any provider or source of generative AI services. You shall opt out of allowing any provider or source of generative AI to utilize confidential information for training of any AI model or for other purposes.

B. Notwithstanding any provision of Section 10.A, at your discretion, you may allow any financial institution that has loaned money to you or to your business to have access to your books and records to confirm your billings, collections, receivables, and any other financial information you have provided to the financial institution.

C. If you conceive or develop any improvements or additions to the System, new trade names, trade and service marks or other commercial symbols related to your Anytime Fitness Center, or any advertising and promotion ideas related to your Anytime Fitness Center, or have any suggestions, comments, or other feedback with respect to the System (collectively, "Improvements"), you will fully disclose the Improvements to us without disclosure of the Improvements to others, and you will obtain our written approval before using such Improvements. Any such Improvement that we approve may be used by us and all our other franchisees without any liability to you or obligation to pay you royalties or other compensation. You will assign Improvements to us, and hereby do assign, without charge, any rights, together with the goodwill associated with the Improvements, including the right to grant sublicenses to any such Improvement. We, at our discretion, may make application for and own copyrights, trade names, trademarks and service marks relating to any such Improvement. We also may consider such Improvement as our property and trade secret. We will, however, authorize you to use any Improvement authorized generally for use by our other franchisees.

D. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets in limited circumstances, as specified in the Manual.

11. INSURANCE: INDEMNIFICATION

A. Insurance. You alone will be responsible for any claim, action, loss, damage, liability, injury or death arising out of, or relating to, the operation of your Anytime Fitness Center or arising out of, or relating to, your acts or omissions or the acts or omissions of any of your agents, employees or contractors in connection with the operation of your Anytime Fitness Center. You agree to indemnify and hold us and our affiliates and our respective officers and directors harmless against and from any and all such claims, actions, losses, liability, damages, injuries, or deaths, including costs and reasonable attorneys' fees. You will obtain and maintain in force and pay the premiums for general liability insurance with complete operations coverage, broad form contractual liability coverage, property damage, and other insurance (including bonds) in such types as we may require (such as cyber insurance and employment practices insurance), or as required by law from time to time. All such policies will have minimum limits we may prescribe from time to time, and will be with carriers who have minimum ratings that we may prescribe from time to time. Such insurance policies will expressly protect both you, us and our affiliates and our respective offices, directors and employees, and will require the insurer to defend both you and us in any action you will submit to us, within thirty (30) days of our request, any and all loss ratios or other information we request in connection with such insurance policies. You will furnish to us a copies of all insurance policies, certificates of insurance, endorsements, or other proof of insurance in the form we require, as set forth above, naming us as an additional insured, and providing that such policy will not be canceled, amended or modified except upon thirty (30) days' prior written notice to us. At our request, you will deliver to us proof of insurance in the form we require and evidence of policy renewals at least thirty (30) business days before expiration. You will have all policies of insurance provide that the insurance company will have no right of subrogation against either party hereto or their respective agents or employees. Maintenance of the insurance requirement will not relieve you of the obligations of indemnification. If you fail to obtain or maintain in force any insurance as required by this Section or to furnish any proof of insurance required hereunder, we may (but have no obligation to), in addition to all other available remedies, obtain such insurance or certificates, and you will promptly reimburse us for all insurance premiums and other costs incurred in obtaining such insurance, including an administrative fee

for our time in obtaining the coverage for you. You assume all risks in connection with the adequacy of any insurance or self-insurance program and waive any claim against us for any liability costs or expenses arising out of any uninsured claim, in full or in part, of any nature whatsoever. Your obligation to obtain and maintain these insurance policies in the minimum amounts we require is not limited in any way by reason of any insurance that we may maintain, nor does your procurement of required insurance relieve you of liability under the indemnity obligations described in Section 11(B). Your insurance procurement obligations under this Section are separate and independent of your indemnity obligations. We do not represent or warrant that any insurance that you are required to purchase will provide adequate coverage for you. The requirements of insurance specified in this Agreement are for our protection. You should consult with your insurance agents, brokers, attorney or other insurance advisors to determine the level of insurance protection you need in addition to the coverages and limits we require. If you do not obtain or maintain insurance coverage that meets our requirements and we obtain it for you, you must pay us our then-current insurance handling fee plus the cost of the premiums we pay for the insurance.

B. Relationship; Your Indemnification. We and you are independent contractors. Neither we nor you will make any agreements, representations, or warranties in the name of or on behalf of the other or that our relationship is other than franchisor and franchisee. Neither we nor you will be obligated by or have any liability under any agreements, representations or warranties made by the other nor will we be obligated for any damages to any person or property directly or indirectly arising out of the operation of your Anytime Fitness Center. You assume sole and complete responsibility for and will defend at your own cost and indemnify, reimburse and hold harmless us, our affiliates and our respective officers and directors from and against all loss, costs, expenses, obligations and damages and liabilities (including defense costs) arising directly or indirectly out of the development or operation of your Anytime Fitness Center, including, without limitation, claims relating to your employment practices, twenty-four (24) hour unsupervised access, equipment selection, and floor plan, you or your employees' actions or inactions and amounts we pay on your behalf. You will have the right to defend any such claim against you. We, using our own counsel, by notice to you, may control any matter in which we are named or directly affected, but this will not affect your liability to pay all attorneys' fees we incur in defending ourselves, which obligation is part of your indemnification obligation. The indemnities and assumptions of liabilities and obligations set forth in this Agreement will continue in full force and effect subsequent to the expiration or termination of this Agreement.

C. Our Indemnification. We will indemnify you against and reimburse you for any obligations or liability for damages payable to third parties and attributable to agreements, representations or warranties made by us, or caused by our negligence or willful action (so long as such obligations or liabilities are not asserted on the basis of theories such as agency, apparent agency or vicarious liability or claim of negligent failure to compel your compliance with the provisions of this Agreement, the Manual or any other agreement between you and us), and for costs reasonably incurred by you in the defense of any such claim brought against you or in any action in which you are named as a party, provided that we will have the right to participate in and, to the extent we deem necessary, to control any litigation or proceeding which might result in liability of or expense to you subject to such indemnification.

12. FINANCIAL STATEMENTS AND AUDIT RIGHTS

A. Financial Statements. Within thirty (30) days following your fiscal year end, you will, at your own expense, provide us with copies of your financial statements (reviewed by your accountant), including an income statement for the fiscal year just ended and a balance sheet, cash flow statement, and any other document accompanying your financial statements, as of the end of such fiscal year, which financial statements will have been prepared in accordance with generally accepted accounting principles applied on a consistent basis. We will also have the right to request other financial statements, reports and information from you during the year, and you will deliver those financial statements, reports and

information to us when, and in the form and manner, we require. Also, on or before April 15 of each year, you must provide us with a copy of your federal tax return and the federal tax returns of your owners for the previous tax year.

B. Review Rights. You will make all of your financial books and records available to us and our designated representatives at all reasonable times for review. Your financial books and records for each fiscal and calendar year will be kept in a secure place and will be available for review by us for at least five (5) years after the end thereof. Without limiting the foregoing, we reserve the right, without notice to you, to independently access the Anytime Fitness Center's accounting and financial systems and data or any accounting or financial systems used or required by us for the System to determine Gross Revenue and fees due to us under this Agreement, and you shall grant us access to all such accounting and financial systems and data.

13. ASSIGNMENT OF FRANCHISE AGREEMENT

A. By Us. We may transfer or assign this Agreement or any or all of the rights, interests, benefits or obligations arising under it without restriction. Upon any transfer or assignment of this Agreement by us, we will be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

B. Conditions to Your Transfer or Assignment. This Agreement, and your rights and obligations under it, are and will remain personal to you. As used in this Agreement, the term "Transfer" will mean any sale, lease, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by your disability or death or by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets used to operate your Anytime Fitness Center, or of any interest in you, or if you are a corporation, partnership, limited liability company or other entity, a transfer, pledge, assignment, or other disposition of direct or indirect control or ownership of fifty percent (50%) or more of any interest in your entity. In addition, if there are two (2) individuals signing this Agreement as Franchisee, and one (1) of those individuals is no longer involved in the ownership of your Anytime Fitness Center, the withdrawal of that person will be considered a "Transfer." A "Transfer" will also be deemed to occur when there are more than two (2) people listed as the Franchisee and there is a change in the ownership of your Anytime Fitness Center such that less than a majority of the original signators continue to have a majority interest in the equity of the business. You (and your shareholders, partners and members) will not directly or indirectly make a Transfer without our prior written consent and any transfer shall be subject to our right of first refusal, as set forth in Section 19 below. Unless otherwise provided in this Agreement, we will not unreasonably withhold, delay or condition our consent to a Transfer, subject to all of the following conditions being satisfied:

1. you are in full compliance with this Agreement, you have no uncured defaults, and all your debts and financial obligations to us and our affiliates are current;

2. you provide us with all information we may require concerning the proposed transaction (including a copy of the purchase agreement and all related documents), and the proposed transferee;

3. we are satisfied that the proposed transferee (and if the proposed transferee is an entity, all holders of any interest in such entity) meets all of the requirements for our new franchisees, including, but not limited to, good reputation and character, business experience, and financial strength, credit rating and liquidity, and that the sale price is not excessive;

4. you sign a written agreement in a form satisfactory to us in which you and your investors covenant to observe all applicable post-term obligations and covenants contained in this Agreement and release us and our affiliates from any claims you may have against us, or any further obligations we may have to you;

5. the proposed transferee enters into a new franchise agreement with us, on the terms we then generally offer to new franchisees (including fees payable and size of territory); provided, however, that no new initial franchise fee will be required to be paid, and further provided that the term of that franchise agreement, unless otherwise agreed, will be the remaining term of your franchise agreement;

6. the proposed transferee agrees in writing to perform such maintenance, remodeling and re-equipping of your Anytime Fitness Center that we determine necessary to bring your Anytime Fitness Center in compliance with our then-current standards, including any updates to your technology and security equipment that we determine necessary;

7. after the proposed transferee signs the new franchise agreement with us, the proposed transferee's Principal Operator successfully completes such training and instruction as we deem necessary and appoints a manager we approve to manage the Anytime Fitness Center for the period following the Transfer until the proposed transferee's Principal Operator successfully completes the training and instruction;

8. you and all holders of an interest in you sign a general release, in the form prescribed by us, releasing, to the fullest extent permitted by law, all claims that you or any of your investors may have against us and our affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities;

9. prior to the Transfer, you or the proposed transferee pay to us or the applicable broker, as we designate, any broker fees or commissions that we or you incur in connection with the Transfer; and

10. prior to the Transfer, you pay us a transfer fee. If the Transfer occurs before your Anytime Fitness Center has opened for business, the transfer fee will be Twenty Five Thousand Dollars (\$25,000). If the Transfer occurs after your Anytime Fitness Center is open, then the transfer fee will be Nine Thousand Nine Hundred Ninety-nine Dollars (\$9,999).

We may expand upon, and provide more details related to, the conditions for transfer and our consent as described in this Section 13(B), and may do so in the Manual or otherwise in writing.

You consent to our releasing to any proposed transferee any information concerning your Anytime Fitness Center that you have reported to us, or that is in our files or otherwise available to us, including but not limited to financial information.

If a transfer or assignment is caused by your death or incapacity (including the death or incapacity of any person directly or indirectly owning fifty percent (50%) or more of an interest in the entity that is the franchisee under this Agreement), the provisions of this Subparagraph B must be met by the heir or personal representative succeeding to your interest; provided, however, if the heir or personal representative assigns, transfers, or sells its interest in the franchise and in your Anytime Fitness Center within one hundred twenty (120) days after your death or incapacity, the transferee, and not the heir or personal representative, must comply with the provisions of this Subparagraph B.

Nothing in this Section will be construed as prohibiting your interests from being pledged as security to an institutional lender who has provided financing to or for your Anytime Fitness Center, provided the institutional lender accepts such security interest subject to our conditions.

C. Acknowledgement of Restrictions. You acknowledge and agree that the restrictions imposed on transfers are reasonable and necessary to protect the goodwill associated with the System and the Marks, as well as our reputation and image, and are for the protection of us, you, and all other franchisees that own and operate Anytime Fitness centers.

14. OUR TERMINATION RIGHTS

A. Without Notice. You will be in default and we may, at our option, terminate this Agreement, without affording you any opportunity to cure the default, effective upon delivery of notice of termination to you, following the occurrence of any of the following events:

1. you are liquidated or dissolved;
2. your Anytime Fitness Center is not constructed strictly according to the plans we have approved and you do not remedy the deficiencies within thirty (30) days after notice from us;
3. you fail to operate for seven (7) consecutive days (unless prevented from doing so by fire, flood, or acts of nature), or otherwise abandon your Anytime Fitness Center, or forfeit the right to do or transact business in the jurisdiction where your Anytime Fitness Center is located, or lose the right to possession of the premises in which your Anytime Fitness Center operates;
4. you or any of your owners make an unauthorized Transfer under this Agreement;
5. you or any of your owners are proven to have engaged in fraudulent conduct, or are convicted of, or plead guilty or no contest to a felony or a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks or the goodwill associated therewith;
6. you are given three (3) or more notices of being in material violation of any of the terms or requirements of this Agreement within any twelve (12) month period, whether or not such defaults are timely cured after notice;
7. you misuse or make any unauthorized use of the Marks and do not cease such misuse or unauthorized use within twenty-four (24) hours' notice from us;
8. you maintain false books or records or submit any false or misleading application, statement or report to us, whether in applying for the franchise or during the term of this Agreement;
9. you withhold our access to accounting and financial systems or data, revoke any electronic-funds transfer or direct debt authorization granted to us or our affiliates, or initiate any stop payments against us or our affiliates;
10. you fail to open the Anytime Fitness Center for business to the general public by the Required Opening Date in the Rider to this Agreement;
11. you, by act or omission, materially impair the value of, or the goodwill associated with, any of the Marks or the System; or

12. you fail to comply with our requirements for securing real estate.

B. With Notice and Failure to Cure. Except for those defaults provided for under Section 14.A above, you will be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or any other agreement you or any of your affiliates have with us or with any of our affiliates, or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Before we terminate this Agreement as a result of such defaults, we will provide you with thirty (30) days written notice of your default. If the defaults specified in such notice are not cured within the thirty (30) day period (either by you or by any financial institution that has loaned money to you or to your business), we may terminate this Agreement upon the expiration of the thirty (30) day period without further notice. Such defaults will include, without limitation, the occurrence of any of the following events:

1. you fail to construct, remodel, and commence operating your Anytime Fitness Center within the time provided for in this Agreement;
2. you fail, refuse, or neglect to promptly pay when due any monies owing to us, our affiliates, to the General Advertising and Marketing Fund, or to other creditors you have, or to submit the financial or other information required under this Agreement;
3. a threat or danger to public health or safety results from the construction, maintenance, or operation of the Anytime Fitness Center;
4. you offer or sell non-approved products or services or offer or sell products or services via a medium we have not approved; or
5. you, by act or omission in connection with the operation of your Anytime Fitness Center, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body; provided, however, that if such act or omission damages the goodwill associated with the System or the Marks, we will have the right to terminate this Agreement if you do not cure such default within twenty-four (24) hours after notice from us.

C. Standard Default Fee. In addition to our right to terminate the Franchise Agreement, if you breach your obligations under this Agreement and fail to cure the default within the applicable cure period provided above, you must pay us our then-current "Standard Default Fee" until the default is cured in order to offset our costs incurred to address the default. The Standard Default Fee is in addition to any fee that the PCC may levy against you or any other costs or damages we may incur as a result of the breach.

D. Applicable Law. If the provisions of this Section 14 are inconsistent with applicable law, the applicable law will apply.

E. Pre-termination Options. Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our affiliates, fail to comply with any term of this Agreement, or notify us that your Anytime Fitness Center is closing, then in addition to our right to terminate this Agreement or to bring a claim for damages, we have the option to:

1. prohibit you from selling paid-in-full memberships, or any membership with a term of more than one (1) year;
2. remove the listing of your Anytime Fitness Center from all advertising published or approved by us;

3. cease listing your Anytime Fitness Center on any Technology Platforms;
4. prohibit you from attending any meetings or programs held or sponsored by us;
5. terminate your access to any computer system or software we own, maintain or license to you (whether licensed by us or by one of our affiliates);
6. suspend your ability to input new members into the check-in software;
7. suspend all services we or our affiliates provide to you under this Agreement or otherwise; and/or
8. contact your landlords, lenders, suppliers and members regarding the status of your operations, and provide copies of any default or other notices to your landlords, lenders and suppliers.

In addition, if you notify us that you are closing your Anytime Fitness Center, or otherwise communicate to others that you are closing your Anytime Fitness Center, you agree that your billing processor may withhold up to one-half (1/2) of monies that would otherwise be payable to you to cover any post-termination obligations you may have, including to reimburse future membership fees paid by your members for periods beyond the closing date, and you authorize us to so instruct your billing processor.

Our actions, as outlined in this Section 14.E may continue until you have brought your accounts current, cured any default, and complied with our requirements, and we have acknowledged the same in writing. The taking of any of the actions permitted in this Section will not suspend or release you from any obligation that would otherwise be owed to us or our affiliates under the terms of this Agreement or otherwise. Further, you acknowledge that the taking of any or all such actions on our part will not deprive you of the most essential benefits of this Agreement, and will not constitute a constructive termination of this Agreement.

15. YOUR TERMINATION RIGHTS: NOTICE REQUIRED

You may terminate this Agreement upon ten (10) days' notice to us if we violate any material obligation to you and fail to cure such violation within thirty (30) days after our receipt of written notice from you; provided, however, that you must be in compliance with the Agreement at the time of giving each notice and at the time of termination. Your written notice of our alleged violation must identify the violation, demand that it be cured, and indicate your intent to terminate this Agreement if it is not cured.

16. YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted to you under this Agreement will terminate, the franchise will revert to us, you specifically authorize us to contact your payment processor and cancel any agreement you may have with that payment processor, and you will have the obligations set forth below, which obligations survive the expiration or termination of this Agreement, along with any other provisions of this Agreement which by their nature may or are to be performed following expiration or termination of this Agreement:

A. You will immediately cease to operate the business franchised under this Agreement, and will not thereafter, directly or indirectly, represent to the public or hold yourself out as an Anytime Fitness franchisee with respect to such business.

B. You will immediately and permanently cease to use, in any manner whatsoever, all confidential information, approved Information System and related software, methods, procedures and

techniques used by or associated with the System, and the Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the System, as well as any name, mark, symbol, logo or slogan similar to any of the Marks. You will also specifically authorize us to physically remove any signage bearing any of the Marks that you may fail to remove. Further, if we elect to remove such signage, you will, upon demand, reimburse us for any costs we incur in doing so.

C. You will immediately return to us the Manual, all copies or excerpts thereof, and any property held or used by you that is owned by us and will cease to use, and either destroy or convey to us, all signs, advertising materials, displays, stationery, forms and any other materials that bear or display the Marks.

D. Subject to 16.I below, you will take such actions as may be necessary to cancel any assumed name or similar registration that contains the Mark “Anytime Fitness®” or any other Mark, and will immediately and permanently refrain from and cease all use of the Mark “Anytime Fitness” or any other Mark on or in any Technology Platforms and cancel any Technology Platform you control as we direct. You agree and acknowledge that your continued use of the Marks after the expiration or termination of this Agreement will be without our consent and will constitute an “exceptional case” under federal trademark law (15 U.S.C. § 1117) entitling us to recover treble damages, costs and attorneys’ fees.

E. You will, within five (5) days after termination or expiration of this Agreement, contact all members of your Anytime Fitness Center who prepaid for their memberships, and offer full refunds of any unearned payments, calculating the unearned payments on the basis of the number of days during the prepayment period your Anytime Fitness Center operated under the terms of this Agreement, and the number of days for which payment was made. You also authorize your payment processor to refund such amounts directly to your members from any funds that would otherwise be payable to you. By way of example only, if a person prepaid for an annual membership that began on January 1, and this Agreement expired or terminated on January 30 of that year, you would be obligated to return to that member 335/365 of the prepayment you received.

F. You will, within five (5) days of our request, assign to us or to the owner of any other Anytime Fitness center we designate, any of the membership agreements you have with members of your Anytime Fitness Center that we designate for assignment.

G. You will, within ten (10) days after termination or expiration of this Agreement, make such modifications and alterations to your Anytime Fitness Center premises as may be necessary to distinguish the appearance of the premises from all attributes of the System and will make such specific additional changes thereto as we may request. You agree that, at a minimum, such modifications will include: (i) removal of all signage; (ii) alteration of the color scheme and decor; and (iii) discontinuation of the use of any item containing any of the Marks.

H. Within five (5) days after termination, you will pay to us all amounts owed to us under this Agreement, including the Monthly Fees and advertising and marketing fees that would be due through the date this Agreement was scheduled to expire. Further, if this Agreement is terminated for any reason other than as a result of a material breach of this Agreement by us that is not cured within thirty (30) days following notice from you, such sums will include all damages, costs, and expenses, including reasonable attorneys’ fees, incurred by us as a result of the default and the termination. You agree that until such obligations are paid in full, you hereby grant us a lien against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on your Anytime Fitness Center premises on the date this Agreement terminates or expires and authorize us to file financing statements and other documents we deem appropriate to perfect such lien.

I. If requested by us, you will take all further action and execute all documents necessary to convey and assign to us all telephone and fax numbers that have been used in the operation of your Anytime Fitness Center, as well as any other registrations or listings for any Technology Platforms that include the words "Anytime Fitness" or if we do not so request, you will cease all use of such telephone numbers and Technology Platforms that include the words "Anytime Fitness."

J. You will comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information.

K. We may, if you fail or refuse to do so, execute in your name and on your behalf, any and all actions and/or documents that may be necessary to affect your obligations under Sections 16.D and 16.I, and you hereby irrevocably appoint us as your attorney in fact to do so, which appointment is coupled with an interest.

L. You will furnish us with written evidence satisfactory to us of compliance with all the obligations set forth in this Section 16 within thirty (30) days after termination or expiration of this Agreement.

M. Upon expiration or termination of this Agreement, we have the option, upon thirty (30) days' written notice from the date of expiration or termination, to purchase from you all or any portion of the tangible and intangible assets relating to the Anytime Fitness Center, including your Anytime Fitness Center premises if you own the Anytime Fitness Center premises (excluding any unsalable inventory, cash, short-term investments and accounts receivable) (collectively, the "Purchased Assets") and to take an assignment of your lease for (1) the Anytime Fitness Center premises (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as your lease) and (2) any other tangible leased assets used in operating the Anytime Fitness Center. We may assign to a third party this option to purchase and assignment of leases separate and apart from the remainder of this Agreement.

The purchase price for the assets of the Anytime Fitness Center will be the "Book Value" (as defined below) of the Purchased Assets. "Book Value" means the net book value of the Purchased Assets, as disclosed in the last statement of your Anytime Fitness Center provided to us under Section 12 before termination or expiration, provided, however, that: (1) each depreciable asset will be valued on a "straight-line" basis without provision for salvage value; (2) we may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Agreement; and (3) we may exclude from Book Value any provision for goodwill or similar value attributable to intangible property. If we are not satisfied with the accuracy or fairness of any financial statements, or none has been submitted, our regularly employed firm of certified public accountants will determine (by audit) the Book Value. We and you will equally bear the cost of the audit. The results of the audit will be final and binding on both parties.

The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur no later than sixty (60) days after we deliver notice of our election to purchase the assets of your Anytime Fitness Center, unless Book Value is determined by audit, in which case the closing will occur within a reasonable time, not to exceed sixty (60) days, after the results of the audit are made available. At the closing, you will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee and such other documents we may reasonably request to permit us to operate your Anytime Fitness Center without interruption. We may set off against and reduce the purchase price by all amounts you owe to us or any of our affiliates. If we exercise our option to purchase your Anytime Fitness Center, we may, pending the closing, appoint a manager to maintain your Anytime Fitness Center operations.

If we assume any leases for the premises for your Anytime Fitness Center or if we assume the leases for other tangible leased assets used in your Anytime Fitness Center under this Section, you will pay, remove or satisfy any liens or other encumbrances on your leasehold interests and will pay in full all amounts due the lessor under the leases existing at or prior to assumption. We are not liable for any obligation you incur before the date we assume any leases.

17. YOUR COVENANTS NOT TO COMPETE

A. During Term. You will not, directly or indirectly, during the term of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder or member of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, engage in, be connected with, have any interest in, or assist any person or entity engaged in owning, operating, or managing any other fitness center, exercise facility, health club, gym or business which offers exercise classes, personal training, fitness equipment, group training or nutrition or recovery services, wherever located, whether within the Protected Territory or elsewhere. Notwithstanding the foregoing, before you open your Anytime Fitness Center (and so long as you do not own any other Anytime Fitness center that is open under any other agreement with us), you may be employed at another fitness center that is operated at a site other than the one at which your Anytime Fitness Center will be located, provided that (i) neither you nor any of your immediate family owns any equity interest in the fitness center, (ii) the fitness center does not utilize a keyless entry system, (iii) the center is not open more than eighteen (18) hours per day, and (iv) you terminate your employment with that fitness center, and any other relationship you have with that fitness center, prior to the date you open your Anytime Fitness Center.

B. After Expiration, Termination, or Transfer. You will not, directly or indirectly for a period of two (2) years after the transfer by you, or the expiration or termination of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder, lender, or joint venturer of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any fitness center, exercise facility, health club, gym or business which offers exercise classes, personal training, fitness equipment, group training or nutrition or recovery services which is located within the Protected Territory or within a ten (10) mile radius of any Anytime Fitness center, wherever located, whether within the Protected Territory or elsewhere; provided, however, that in metropolitan areas having a population of more than 50,000 persons, the foregoing ten (10) mile radius restriction will be limited to a radius of five (5) miles from any Anytime Fitness center (including the one you formerly operated under this Agreement).

C. Reasonableness. You agree that the scope of the prohibitions set forth in Sections 17.A and 17.B are reasonable and necessary to protect us and the System (including other franchisees of the System). You agree that the prohibitions in Section 17.A must be very broad in order to prevent you from taking information, materials and training we are providing to you on an ongoing basis and using them to either compete with us, or preempt or otherwise restrict our ability to enter new markets. You agree that the time period and the scope of the prohibitions set forth in Section 17.B are the reasonable and necessary time and distance needed to protect us if this Agreement expires or is terminated for any reason. You also agree that you have many other opportunities available to earn a living, and that these restrictions will not preclude you from engaging in a lawful trade or business for which you otherwise have training or experience.

D. Exception. The purchase of a publicly traded security of a corporation engaged in a competitive business or service will not in itself be deemed violative of this Section 17 so long as you do not own, directly or indirectly, more than five percent (5%) of the securities of such corporation.

E. Relief. You agree that damages alone cannot adequately compensate us if there is a violation of these noncompetitive covenants and that injunctive relief is essential for our protection. You therefore agree that in case of your alleged breach or violation of this Section, we may seek injunctive relief, in addition to all other remedies that may be available to us at equity or law. In addition, if you violate the restriction provided for in Section 17.B, the period of time during which the restriction will remain in effect and be extended until two (2) years after you cease violating the restriction.

18. ENFORCEMENT

A. Injunctive Relief/Attorneys' Fees. We and you will each be entitled to the entry of temporary restraining orders and temporary and permanent injunctions to (i) enforce your and our rights to terminate this Agreement for the causes set forth in Paragraphs 15 and 16 of this Agreement and (ii) prevent or remedy a breach of this Agreement if that breach could materially impair the goodwill associated with our or your business, including but not limited to, the enforcement of obligations upon termination or expiration of this Agreement and the enforcement of the non-compete provisions of this Agreement. You and we will also be entitled to the entry of temporary restraining orders and temporary and permanent injunctions enforcing these provisions. If we are successful in obtaining an injunction, or any other judicial relief or order from an arbitrator against you, or in successfully defending any claim you have brought against us, you will pay us an amount equal to all of our costs of prosecuting and/or defending the action, including reasonable attorneys' fees, costs of investigation, court and arbitration costs, and other litigation or arbitration expenses and interest on such costs. Your and our respective rights to obtain injunctive or other equitable relief is in addition to any other right we or you may have under this Agreement. It will in no way limit or prohibit us from obtaining money damages from you if you breach this Agreement.

B. Peer Compliance Committee. We have established a Peer Compliance Committee (the "PCC") to review certain claims you or we may make against each other. So long as the PCC is in existence, if you feel we have violated any of our obligations under Section 8 of this Agreement, you may submit your claim to the PCC. So long as the PCC is in existence, and we believe you have violated any of your obligations under Section 9 of this Agreement, we may submit that claim to the PCC. (Unless we each agree, no claims or violation of any other provision of this Agreement may be submitted to the PCC.)

1. If either of us submits a claim for violation of the foregoing sections to the PCC, the PCC will conduct a hearing and review the claim in accordance with the terms and procedures for the review of complaints by the PCC that we establish from time to time (the "PCC T&P"). If the PCC determines a breach has occurred, it may levy a fee against the breaching party, subject to maximum amounts set forth in the PCC T&P. If a party is found to be in breach and that party does not cure the breach within thirty (30) days after receipt of notice of the decision of the PCC, or such other reasonable period determined by the PCC (but not less than ten (10) days nor more than ninety (90) days after the decision is received by the party), the PCC will have the authority to levy additional fees in accordance with the PCC T&P. If either of us fail to pay a fee that is levied within ten (10) days following receipt of notice of the levy, that failure will be deemed a material breach of this Agreement.

2. The submission of claims to the PCC will not be the sole remedy for breach of Sections 8 or 9 of this Agreement, and each of us may also pursue any other remedies for breach that are permitted under this Agreement.

C. Mediation. Except where it is necessary for either you or us to obtain equitable relief to preserve the goodwill of our respective businesses (including, but not limited to, the enforcement of obligations upon termination of this Agreement and the covenants not to compete contained in this Agreement), you and we each agree to enter into mediation of all disputes involving this Agreement or any

other aspect of the relationship between us, for a minimum of four (4) hours, prior to initiating any legal action or arbitration against the other.

1. Upon written notice by either you or us, to the other, of your or our desire to mediate, the party receiving the notice will select an independent entity that provides mediation services to serve as mediator in the proceeding. If the party receiving the notice of intent to mediate does not name such an organization within ten (10) days from the date the notice of intention to mediate is received, then the other party may proceed as if this Section 18.C did not exist, or, at its option, make the selection of the organization to provide mediation services. If you or we select an organization that is unwilling to serve as mediator, then the other party may select the organization. Once the organization is designated and agrees to accept the appointment as mediator, the organization will be directed to schedule a mediation proceeding at a time mutually convenient to us and to you. The mediation will be held within thirty (30) days following receipt by the mediation organization of notification that its services are requested. If you and we cannot agree on a date for mediation, then the mediation organization will select a date it believes is reasonable for both of us, given all of the claimed conflicts in dates. The person actually mediating the dispute will be required to have at least ten (10) years of experience as either a franchisee or franchisor (or as an officer of such an entity) or in franchise law. You and we will equally share the cost of the mediator. The mediator will select the location for the mediation, but unless you and we both agree otherwise, the mediation will be held in a metropolitan area with at least 250,000 persons that is not located within one hundred (100) miles of either your principal office or our principal office.

2. Except for the matters identified above where you or we are permitted to seek injunctive relief without first mediating the dispute, if either party initiates litigation or arbitration without complying with their obligation to mediate in accordance with this paragraph (unless the other party has failed to respond on a timely basis or has indicated it will not engage in mediation in accordance with the provisions of this Section 18.C), then upon petition of whichever of us has a lawsuit or arbitration proceeding brought against us, the court or arbitrator will dismiss the litigation or arbitration without prejudice, and award attorneys' fees and costs to the party seeking dismissal in an amount equal to the attorneys' fees and costs the party seeking dismissal incurred. If the court or arbitrator refuses for any reason to dismiss the action, then regardless of the outcome of the action, or of any award given in the action, the party initiating the litigation or arbitration will be responsible for all attorneys' fees and costs incurred throughout the litigation or arbitration by the other party as damages for failing to comply with the provisions of this Section 18.C.

D. Arbitration. Except insofar as you or we elect to enforce this Agreement by judicial process and injunction as provided in Section 18.A hereof, all disputes and claims arising out of or relating to this Agreement, or to the breach thereof, or to any of our standards or operating procedures, or other obligation of either of yours or ours, or to the breach thereof (including any claim that this Agreement, any provision of this Agreement, any specification, standard, operating procedure or any other obligation of yours or ours is illegal, unenforceable or voidable), or any aspect of the relationship between you and us (even if additional persons are named as parties to such action, but except as may be specifically provided with respect to any financing agreements you have with us or our affiliates, which shall be governed by the enforcement provisions thereof), must be resolved by arbitration in Minneapolis, Minnesota, or if our principal office is not located in Minnesota, then at the office of the American Arbitration Association located closest to our principal office. It is our intention that state laws attempting to void out of state forum selection clauses for arbitration be preempted by the Federal Arbitration Act and that arbitration be held in the place designated above.

1. The arbitration will be held in accordance with the United States Arbitration Act (9 U.S.C. § 1 et seq.), if applicable, and the rules of the American Arbitration Association (relating to the

arbitration of disputes arising under franchise agreements, if any; otherwise, the general rules of commercial arbitration).

2. The arbitrator appointed must have at least ten (10) years' experience in franchising or franchise law, and the arbitrator will be instructed that he or she must follow the substantive law and the other requirements, waivers and limitations of this Agreement. The arbitrator shall have no authority to add, delete or modify in any manner the terms and provisions of this Agreement. However, if an arbitrator, notwithstanding the foregoing, determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then the parties agree to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder. All findings, judgments, decisions and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for arbitration and response to that demand. The arbitrator may not award any relief that was not specifically requested by the parties prior to the start of the arbitration hearing. The arbitrator will have the right to award or include in any award the specific performance of this Agreement, but will be required to file a reasoned brief with his or her award.

3. You and we each agree that any award from the arbitrator may be appealed under the Optional Appellate Arbitration Rules of the American Arbitration Association.

4. You and we acknowledge that judgment upon an arbitration order may be entered in any court of competent jurisdiction and will be binding, final, and nonappealable, except for mistakes of law, as permitted under the United States Arbitration Act or for failure of the arbitrator to meet the requirements of this Section 18.D.

5. Unless this Agreement is terminated in accordance with the provisions of Paragraphs 15 or 16, during the pendency of any arbitration proceeding, you and we will fully perform the requirements of this Agreement.

6. If there is any dispute as to whether a particular claim or matter is subject to arbitration, and the matter relates to an issue for which either party seeks an injunction in accordance with the provisions of Section 18.A, the arbitrability of such claim will be determined by the court that would otherwise hear the motion to issue the injunction. In the case of a dispute as to the arbitrability of any other claim brought by either party against the other, the decision as to whether or not the claim is subject to arbitration will be made by the arbitrator appointed in accordance with this Agreement.

7. All arbitration proceedings will be individual proceedings between you and us, and will not be conducted on a "class" basis, or include any other of our franchisees as named parties unless you and we each agree.

If, after either you or we institute an arbitration proceeding, one or the other asserts a claim, counterclaim or defense, the subject matter of which, under statute or current judicial decision, is nonarbitrable for public policy reasons, the party against whom the claim, counterclaim or defense is asserted may elect to proceed with the arbitration of all arbitrable claims, counterclaims or defenses or proceed to litigate all claims, counterclaims or defenses in a court having competent jurisdiction.

E. Waiver of Punitive Damages. We and you (and your owners and guarantors if applicable) agree to waive, to the fullest extent permitted by law, any right to, or claim for, any punitive or exemplary damages against the other and against any affiliates, owners, employees, or agents of the other and agree that in the event of a dispute between us, each of us will be limited to the recovery of any actual damages sustained by it.

F. Venue. We and you (and your owners and guarantors if applicable) each agree that if litigation is permitted under this Agreement, the sole forum for litigation arising under this Agreement, or any aspect of the relationship between us (even if additional parties are named as parties to that litigation) will be the state or federal courts of Minnesota. Those actions must be exclusively venued either in the District Courts of Minnesota, County of Ramsey, or the United State District Court for the District of Minnesota. You and we each waive any objection you or we may have to either the jurisdiction or the venue of such court (except to the extent jurisdiction is preempted by the arbitration provisions of this Agreement), and you and we each consent to personal jurisdiction and venue in such court. However, if we are permitted to seek injunctive relief under this Agreement, we may, at our option, bring that action in the county in which your Anytime Fitness Center is located.

G. Jury Waiver. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY. This waiver applies to all causes of action that are or might be included in any such action, including claims related to the enforcement or interpretation of this Agreement, allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action and it applies even if persons that are not a party to this Agreement are named as additional parties in the proceeding.

H. Waiver of Collateral Estoppel. The parties agree they should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which they are involved with third parties, without having those disputes directly affect the contract or relationship between us. We and you therefore each agree that a decision of an arbitrator or court of law to which one of us is not a party will not prevent the person that was a party to such action from making similar arguments, or taking similar positions, in any action between us. You and we therefore each waive the right to assert that principles of collateral estoppel prevent either you or us from raising any claim or defense in an action between us if either you or we lost a similar claim or defense in another action.

I. No Affiliate Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of ours or of any of our affiliates will have any liability for (i) any obligations or liabilities we have relating to or arising from this Agreement, or (ii) any claim against us based on, in respect of, or by reason of, the transactions contemplated in this Agreement. This provision will not, however, affect any right, duty or obligation of ours or yours, or of any guarantor of your obligations.

19. RIGHT OF FIRST REFUSAL

If, at any time during the Term of this Agreement, you receive a bona fide offer to purchase or lease your Anytime Fitness Center (or if you are a company, partnership or other entity, the equity ownership of you), which offer you are willing to accept, you will communicate in writing to us the full terms of the offer and the name of the offeror. We may elect to purchase or lease the business on the terms set forth in the offer. If we elect to purchase or lease the business, we will give you written notice of the election within thirty (30) days after we receive your communication of the offer. If we fail to give written notice of election within thirty (30) days, you may sell or lease to the offeror on the terms offered, subject to the provisions relating to assignment. The sale or lease must, however, be completed within sixty (60) days of the termination of the thirty (30) day period during which we may give written notice of election to purchase or lease; otherwise, an additional notice must be given to us and an additional option period must expire prior to any such transfer. If we elect to purchase or lease the business, we will have the right to substitute equivalent cash for any non-cash consideration included in the bona fide offer to purchase or lease the business and we and you will use our best efforts to complete the purchase or lease within sixty (60) days from the date of our notice of election to purchase or lease.

20. MISCELLANEOUS

A. Unpaid Amounts. Any unpaid amounts owed by you to us or any of our affiliates including any Royalty Fee, General Advertising and Marketing Fund Fees, other weekly or monthly fees, and product purchases will bear interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

B. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. You and we will substitute a valid and enforceable provision for any specification, standard, operating procedure, rule or other obligation of either of us, which is determined to be invalid or unenforceable and is not waived by the other party. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

C. Cumulative Rights. Except as otherwise set forth in this Agreement, our and your rights under this Agreement are cumulative and no exercise or enforcement of any right or remedy under this Agreement will preclude the exercise or enforcement of any other right or remedy under this Agreement or which we or you are entitled by law to enforce.

D. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.) and the Federal Arbitration Act, this Agreement and the franchise relationship will be governed by the laws of the State of Minnesota. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state (including Minnesota) relating to franchises or business opportunities, other than those of the state in which the Franchised Location is located. This waiver of any rights under Minnesota law will not apply if the Franchised Location is located in Minnesota or you are a resident of (or if you are an entity, your principal(s) is a resident of) Minnesota.

E. Disavowal of Oral Representations. You and we acknowledge that we want all terms of our business relationship to be defined in this written agreement, and that neither of us wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed, and will place, no reliance on any such discussions. You agree that no representations have been made to you concerning this Agreement or the Anytime Fitness franchise other than as contained in this Agreement and in the Franchise Disclosure Document you received before you signed this Agreement (the "FDD"). You agree that no claims, representations, warranties, or guarantees, express or implied, regarding actual or potential earnings, sales, profits, or success of your Anytime Fitness Center have been made to you other than as set forth in Item 19 of the FDD.

F. Approvals. Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval in our discretion, for any reason, or for no reason. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable. Our approvals and consents will not be effective unless given in writing.

G. Interpretation. It is the desire and intent of you and us that the provisions of this Agreement be enforced to the fullest extent possible under the applicable laws and public policies. Therefore, if any provision of this Agreement is determined by a court or arbitrator to be invalid or unenforceable, that determination will apply only to the operation of that provision in the particular proceeding in which the determination is made. We and you agree that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, the provision will have the meaning that renders it valid and enforceable. The language of all provisions of this Agreement will be construed simply according to its fair meaning and not strictly against you or us.

H. Waiver. Except as otherwise provided in this Section 20.H, neither of us will be deemed to have waived any obligation of the other, or to have agreed to any modification of this Agreement, unless we have done so in writing, and the writing is signed by the person giving the waiver or agreeing to the modification. However, you agree that you will give us immediate written notice of any claimed breach or violation of this Agreement as soon as possible after you have knowledge, or determine, or are of the opinion, that there has been a breach or violation by us of this Agreement. If you fail to give written notice to us of any claimed misrepresentation, violation of law, or breach of this Agreement within one (1) year from the date you have knowledge, determine, are of the opinion, or become aware of facts and circumstances reasonably indicating, that you may have a claim against us or against any of our affiliates under any state law, federal law, or common law, then the misrepresentation, violation of law, or breach will be considered to have been condoned, approved and waived by you, and you will be barred from beginning any legal, arbitration, or other action against us or against our affiliates, or from instituting any counterclaim against us or our affiliates, for the misrepresentation, violation of law, or breach, or from using the alleged act or omission as a defense to any action we may maintain against you.

I. Time. Time is of the essence to this Agreement.

J. Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original.

K. Entire Agreement. The preambles are a part of this Agreement. This Agreement, together with its exhibits, constitutes the entire agreement between you and us with respect to your Anytime Fitness Center and any other aspect of the relationship we have with you, and cannot be amended except by a written agreement signed by you and us. This Agreement also supersedes all prior agreements and negotiations we have had with you related to your acquisition of this franchise or your and our rights and obligations. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made to you in the FDD. Any representations, warranties, inducements, promises, understandings or agreements between the parties, that are not in the Franchise Disclosure Document which you acknowledge receiving at least 14 days before signing this Agreement or paying any money, or in writing and signed by us and you, are void and not enforceable.

L. Headings and Terms. The headings of the Sections hereof are for convenience only and do not define, limit or construe the contents of such Sections. The term “you” as used herein is applicable to one or more persons, a corporation, a partnership or limited liability company, and each of their respective owners, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If more than one person executes this Agreement for you, then your obligations are joint and several.

M. Patriot Act. You represent and warrant that to your actual and constructive knowledge: (i) neither you (including your directors, officers and managers), nor any of your affiliates, or any funding source for your Anytime Fitness Center, are identified on the list at the United States Treasury’s Office of

Foreign Assets Control (OFAC); (ii) neither you nor any of your affiliates are directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (iii) neither you nor any of your affiliates are acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (iv) neither you nor any of your affiliates are on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, as such lists may be amended from time to time (collectively, the Lists); (v) neither you nor any of your affiliates, during the term of this Agreement, will be on any of the Lists; and (vi) during the term of this Agreement, neither you nor any of your affiliates will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect.

N. Personal Guaranty. All of your owners (if you are a corporation, partnership, limited liability company or partnership, or other entity) will sign the personal guaranty agreement in the form attached to this Agreement (the "Guaranty Agreement"). Any person or entity that at any time after the Effective Date of this Agreement becomes an owner of yours will, as a condition of becoming an owner, sign the Guaranty Agreement. In addition, a spouse of an owner and any other person we designate must also sign the Guaranty Agreement.

21. NOTICES

Any and all notices required or permitted under this Agreement will be in writing and will be deemed to have been duly given upon the earlier of (i) when received; (ii) one (1) business day after placement with a reputable national overnight carrier; or (iii) three (3) business days after deposit (not including the day of deposit), if placed in the mail for delivery by certified mail, postage pre-paid, and, in the cases of clauses (ii) or (iii), addressed to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to us: Anytime Fitness Franchisor LLC
111 Weir Drive
Woodbury, Minnesota 55125
Attention: President

Notice to you: See Rider

22. AMENDMENT OF OTHER AGREEMENTS

To the extent you have entered into any franchise agreements with us prior to the date of this Agreement which remain in effect following the execution of this Agreement:

(i) the provisions of Section 5.B. of this Agreement will replace the provisions of those agreements regarding Method of Payment,

(ii) the provisions of Sections 9.G., 9.H., 9.L., 9.N., 9.P., and 9.Q. of this Agreement are incorporated into such agreements, and supersede any inconsistent provisions contained therein,

(iii) the provisions of Section 13.B. of this Agreement will replace the provisions of those agreements regarding the conditions to your transfer or assignment of any interest in those franchise agreements or in the Anytime Fitness centers you operate under those agreements,

(iv) the provisions of Section 16 of this Agreement will replace the provisions of those agreements regarding your obligations upon termination or expiration of those agreements,

(v) the provisions of Section 17 of this Agreement will replace the provisions of those agreements regarding any restrictions on your ability to compete with an Anytime Fitness center either during or following the term of those agreements,

(vi) the provisions of Section 18 of this Agreement will replace the provisions of those agreements regarding enforcement, including but not limited to the right to injunctive relief or attorneys' fees, mediation, arbitration, the right to initiate arbitration or litigation, the venue of litigation, and waiver of punitive damages and a trial by jury, and

(vii) the provisions of Section 20.D. of this Agreement will replace the provisions of those agreements regarding Governing Law,

such that all those agreements are hereby amended by this paragraph. Except as amended by this paragraph, which shall constitute a written agreement signed by each of us amending those agreements, you and we each hereby ratify and reaffirm our respective obligations under those agreements.

23. ACKNOWLEDGEMENTS

A. Independent Investigation. You acknowledge that you have conducted an independent investigation of the business franchised under this Agreement, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your ability as an independent business person.

B. Franchise Agreement. You acknowledge that you have received and read this Agreement and that we have fully and adequately explained the provisions of it to your satisfaction and that we have accorded you time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

C. Other Franchises. You acknowledge that other Anytime Fitness franchisees have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. You also acknowledge that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to other of our Anytime Fitness centers (whether franchised, or centers that we or our affiliates operate), and you will not be entitled to require us to grant similar variations or privileges to you.

[THIS AGREEMENT CONTINUES WITH A RIDER AND INITIAL FRANCHISE FEE
ATTACHMENT, WHICH ARE A PART OF THIS AGREEMENT]

FRANCHISE AGREEMENT RIDER

1. Effective Date: _____
2. Franchisee:
3. Franchised Location: _____

If no location has been determined at the time this Franchise Agreement has been executed, then the Franchised Location shall be within the following area, provided the exact location shall be subject to our review and approval: _____.

If the above-named location specifies a location yet to be determined, we reserve the right to sell franchises, and grant territories to others who will operate Anytime Fitness centers in and around the above-described location. You may then be required to choose a final location outside of any protected territory given to any other franchisee, and that territory may be outside of the city or areas identified above. Should this happen, you would have to obtain our review and approval for a new location. Likewise, if you choose to move your final address at any time, or if the location set forth above, or any other location we agree upon, becomes unavailable for any reason, it is your obligation to select a new location, and to obtain our approval of that location before you acquire the site, or obtain any rights in the location.

4. Required Grand Opening Program Spend: \$_____.
Required Local Advertisement Spend: \$_____ per month.
5. Protected Territory: _____
_____.

6. Ownership: Franchisee represents and warrants that any entity to which this Agreement will be transferred will have the initial ownership set forth below, and that no changes will be made in such ownership without the prior written approval of Franchisor:

Name	Percentage Ownership
	%
	%

7. Principal Operator designated by Franchisee:
8. Required Opening Date:
9. Initial Franchise Fee (see Initial Franchise Fee Attachment):
10. Address for notice to you:

IN WITNESS WHEREOF, we and you have signed this Agreement as of the Effective Date set forth above.

FRANCHISOR:
ANYTIME FITNESS FRANCHISOR LLC

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

INITIAL FRANCHISE FEE ATTACHMENT TO RIDER

The initial franchise fee is the one that is initialed by you and by us.

____/____ **New Franchisee** (including conversion centers): \$42,500, payable in full when you sign this Agreement.

____/____ **New Franchisee** (including conversion centers) (**Qualified Veterans Only**): \$38,250, payable in full when you sign this Agreement.

____/____ **Existing Franchisee**: \$37,500, payable in full when you sign this Agreement.

____/____ **Existing Franchisee (Qualified Veterans Only)**: \$33,750, payable in full when you sign this Agreement.

____/____ **Club Purple Participant**: \$27,500

____/____ **Club Platinum Participant**: \$22,500

____/____ **Transfer of an existing franchise, renewal of an existing franchise, or franchise agreement signed pursuant to an obligation you have under an Area Development Agreement**: No initial franchise fee.

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement (the "Agreement") between ANYTIME FITNESS FRANCHISOR LLC ("we" or "us") and _____ (the "Franchisee"), dated _____, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Franchisee, including without limitation the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of the Agreement.

The undersigned waive (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty will apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

FRANCHISEE:

PERSONAL GUARANTORS:

_____ - Individually		
_____ Print Name		
_____ Address		
_____ City	_____ State	_____ Zip Code
_____ Telephone		

_____ - Individually		
_____ Print Name		
_____ Address		
_____ City	_____ State	_____ Zip Code
_____ Telephone		

GENERAL RELEASE

In consideration of the agreement of ANYTIME FITNESS FRANCHISOR LLC (“Franchisor”) to allow (“Franchisee”) to [RENEW OR TRANSFER] its Franchise Agreement dated _____ between Franchisee and Franchisor (“Agreement”), Franchisee hereby releases and forever discharges Franchisor, its affiliates, each of their predecessors, as well as their members, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims Franchisee may have against such parties known and unknown, foreseen and unforeseen, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to Franchisee, and any matters arising under the Agreement or under any other agreement between Franchisee and Franchisor or its affiliates.

The general release above does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

[FOR TRANSFERS: Further, Franchisee acknowledges that transfer of the Agreement shall terminate Franchisee’s interest in the Agreement, but Franchisee will continue to be bound by all post-termination provisions of the Agreement, including but not limited to the obligations of confidentiality, and the covenant not to compete contained in the Agreement.***]***

[IN CALIFORNIA: The foregoing release is intended as a general release of all claims, demands, actions, causes of action, obligations, damages and liabilities of any kind or nature whatsoever that relate to the matters recited therein, and is intended to encompass all known and unknown, foreseen and unforeseen claims which the releasing party may have against any party being released. Section 1542 of the California Civil Code provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

You expressly waive the provisions of Section 1542 of the California Civil Code and expressly release each party to be released from all liability or claims arising out of any matters recited in the release.***]***

DATE: _____

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business is located in California.

1. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides franchisees with additional rights concerning termination and non-renewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with Franchisor, including the areas of transfer, termination and renewal of Franchisee's franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

2. The Franchise Agreement requires Franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043)). To the extent required by such laws, Franchisee shall not be required to execute a general release.

3. The Franchise Agreement requires binding arbitration. The arbitration will occur at Minneapolis, Minnesota with the costs being borne by both parties unless the party seeking arbitration seeks arbitration prior to mediating the dispute. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

4. The Franchise Agreement requires application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

7. The Franchise Agreement contains a waiver of punitive damages and jury trial provision. These waivers may not be enforceable under California law.

8. Sections 23 (a) and (b) of the Franchise Agreement are deleted in their entirety and replaced with the following:

“[Intentionally Deleted]”

9. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any

claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Pursuant to Section 31512.1 of the California Franchise Investment Law, any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement may provide for arbitration to take place outside of Illinois.
3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. On the basis of the financial information submitted by the Franchisor to the Maryland Securities Division the Division has required and the Franchisor has posted a surety bond, which surety bond is on file with the Maryland Securities Division to secure the Franchisor's pre-opening obligations to Maryland Franchisees.

2. Section 13.B.8 of the Franchise Agreement is revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 14.A of the Franchise Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

4. Section 18.F of the Franchise Agreement is revised to include the following language:

"Notwithstanding the standing provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise."

5. The representations made in the Franchise Agreement are not intended to nor should they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. The Franchise Agreement states that Minnesota law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland Law, and we will comply with that law in Maryland.

7. Notwithstanding anything to the contrary in the Franchise Agreement, nothing will prevent the Franchisee from filing suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

8. The following language is deleted from Section 20.E. of the Franchise Agreement:

"You agree that no claims, representations, warranties, or guarantees, express or implied, regarding actual or potential earnings, sales, profits, or success of your Anytime Fitness Center have been made to you other than as set forth in Item 19."

9. Recital B and Sections 23 (a) and (b) of the Agreement are deleted in their entirety and replaced with the following:

"[Intentionally Deleted]"

10. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any

claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Franchisor will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that the Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

3. Section 3 of the Franchise Agreement is revised to include the following:

To the extent required by the Minnesota Franchise Act, Franchisor will protect your rights to use the trademarks, service marks, trade names, logos and other commercial symbols, or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding your use of the marks, provided you are using the Names and Marks in accordance with this Agreement.

4. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Franchisor shall not require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of North Dakota:

This North Dakota Addendum is only applicable if you are a resident of North Dakota or if your business will be located in North Dakota.

1. Section 2.B of the Franchise Agreement is amended by deleting clause (8) thereof.
2. Section 16.H of the Franchise Agreement is modified to delete any requirement that franchisee consent to termination penalties or liquidated damages.
3. Section 17.B of the Franchise Agreement is amended by adding the following language at the end:

Covenants not to compete, such as those mentioned in this Section 17.B, are subject to Section 9-08-06 of the North Dakota Codified Code.
4. Sections 18.E, 18.F and 18.G of the Franchise Agreement are deleted in their entirety.
5. Section 20.D of the Franchise Agreement is amended to provide that the Franchise Agreement will be governed by the laws of the State of North Dakota.
6. No provision of the Franchise Agreement shall be interpreted to accelerate any statute of limitations contained in any provision of the North Dakota Codified Code.
7. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC
By: _____
Its: _____
Date: _____

Franchisee:
By: _____
Its: _____
Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Rhode Island:

This Rhode Island Addendum is only applicable if you are a resident of Rhode Island or if your business will be located in Rhode Island.

1. Section 18 and 20 of the Franchise Agreement is supplemented by the addition of the following:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC
By: _____
Its: _____
Date: _____

Franchisee:
By: _____
Its: _____
Date: _____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provision shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Virginia:

1. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC
By: _____
Its: _____
Date: _____

Franchisee:
By: _____
Its: _____
Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. A surety bond in the amount of \$100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the Franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.
2. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
3. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
4. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
5. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
6. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
7. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
9. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
10. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
11. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
12. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
13. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
14. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
15. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
16. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
17. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including

fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

18. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
19. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
20. Recital B and Sections 23 (a) and (b) of the Agreement are deleted in their entirety and replaced with the following: “[Intentionally Deleted]”
21. Sections 17.C and 20.E of the Franchise Agreement are deleted in their entirety.
22. Section 18.C.1 of the Franchise Agreement is amended by deleting the following sentence:

The mediator will select the location for the mediation, but unless you and we both agree otherwise, the mediation will be held in a metropolitan area with at least 250,000 persons that is not located within one hundred (100) miles of either your principal office or our principal office.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT F

**AREA DEVELOPMENT AGREEMENT, GUARANTY AND
STATE SPECIFIC ADDENDA TO AREA DEVELOPMENT AGREEMENT**



AREA DEVELOPMENT AGREEMENT

ANYTIME FITNESS FRANCHISOR LLC
111 Weir Drive
Woodbury, Minnesota 55125
(651) 438-5000
www.anytimefitness.com

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ANYTIME FITNESS®
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is made as of the Effective Date set forth in the Rider attached to this Agreement (the “Rider”) between ANYTIME FITNESS FRANCHISOR LLC, a Delaware limited liability company (“we” or “us”) and the person or persons named in the Rider as the Developer (“you”).

RECITALS:

A. We and our predecessor have invested substantial time, effort and money to develop a system of operating boutique fitness centers with the potential for minimal overhead and labor costs, and have a federally registered trademark for the name “Anytime Fitness®”, as well as other intellectual property rights. We grant franchises to qualified candidates for the operation of fitness centers. We also license our trademark rights in “Anytime Fitness” and may in the future adopt, use and license additional or substitute trademarks, service marks, logos and commercial symbols in connection with the operation of Anytime Fitness centers (collectively the “Marks”). These centers use our methods, procedures, standards, and specifications (all of which are collectively referred to as the “System”) which we may improve, further develop or otherwise modify from time to time.

B. You acknowledge that you have had an adequate opportunity to be thoroughly advised of the provisions of this Agreement, the form of franchise agreement we currently use to grant rights to operate fitness centers, and our Franchise Disclosure Document, and have had sufficient time and opportunity to evaluate and investigate the System and the procedures and financial requirements associated with the System, as well as the competitive market in which it operates.

C. You are entering into this Agreement because you want to develop and operate multiple fitness centers which use the Marks and the System. You recognize that while you will have certain limited rights to transfer your interest in this Agreement, and in the centers you develop, we are entering into this Agreement with you based on your representation that you intend to personally develop all of the centers described in this Agreement, and not with a view to reselling your right to open these centers.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

1. Grant of Development Rights. The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate the number of fitness centers identified in the Rider (the “Anytime Fitness Centers”), using the principal trademark identified in the Rider, operating within the nonexclusive area described in the Rider (the “Development Territory”).

B. You agree to be bound by the “Development Schedule” set forth in the Rider. Time is of the essence for the development and operation of each Anytime Fitness Center in accordance with the Development Schedule. Each Anytime Fitness Center must be developed and operated by you pursuant to a separate Franchise Agreement that you enter into with us.

C. Unless otherwise indicated in the Rider and except as set forth in Section D below, if you are in compliance with the Development Schedule set forth in the Rider, we will not develop or operate or grant anyone else a franchise to develop and operate an Anytime Fitness center from any location in the Development Territory prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the

date on which your last Anytime Fitness Center must be open pursuant to the terms of the Development Schedule; or (iii) the date on which the Protected Territory for your final Anytime Fitness Center is determined; except that if the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area will expire upon the earliest of (1) any of the foregoing events or (2) the date when the Protected Territory for your final Anytime Fitness Center to be developed in such city, county or designated market area under this Agreement is determined. Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (i) the Development Territory will expire and (ii) we will be entitled to develop and operate, or to franchise others to develop and operate, Anytime Fitness Centers from locations in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been signed between us and you and that has not been terminated.

D. You acknowledge and agree that: (i) we and our affiliates have the right to grant other franchises or operate company or affiliate owned fitness studios/businesses (including Anytime Fitness centers) at locations outside the Development Territory even if they compete with your Anytime Fitness Centers for customers or members; (ii) we and our affiliates have the right to grant other franchises or licenses and to operate company or affiliate-owned fitness studios/businesses (including Anytime Fitness centers) within private establishments located within the Development Territory, provided that access to those centers is limited to employees of the business, or transient guests of the business, in either case who would not have any reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center; and (iii) we and our affiliates have the right to operate, and to grant franchises or licenses to others to operate fitness studios/businesses, or any other business, within and outside the Development Territory under trademarks other than the Marks, all without compensation to you.

2. Development Fee. You must pay us a Development Fee in the amount set forth in the Rider. This fee is nonrefundable and is payable in full when you sign this Agreement and is fully earned by us at that time. However, you will not be required to pay an Initial Franchise Fee for any of the Anytime Fitness Centers you develop under this Agreement.

A. You will sign the Franchise Agreement for your first Anytime Fitness Center concurrently with this Agreement. A separate Franchise Agreement must be signed, on our then-current form, for each such Anytime Fitness Center. Upon the execution of each Franchise Agreement, the terms and conditions of that Franchise Agreement control the establishment and operation of such Anytime Fitness Center.

B. The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement.

3. Development Schedule. The following provisions control with respect to your development rights and obligations:

A. You must comply with the Development Schedule requirements regarding: (i) the date of execution of the Franchise Agreements and site approval requests, (ii) the opening date for each Anytime Fitness Center, and (iii) the cumulative number of Anytime Fitness Centers to be open and continuously operating for business in the Development Territory. You represent that you have conducted your own independent investigation and analysis of the prospects for the establishment of Anytime Fitness centers within the Development Territory, approve of the Development Schedule as being reasonable, viable, and essential to the potential success of your business and recognize that failure to sign a Franchise Agreement, obtain site approval, open an Anytime Fitness Center or have a cumulative number of Anytime Fitness Centers open and operating according to the applicable dates set forth in the Development Schedule, gives us the right, in our sole discretion, to immediately terminate this Agreement pursuant to Section 5.

B. You may not open an Anytime Fitness Center under this Agreement unless you have notified us of your intention to develop the Anytime Fitness Center at least thirty (30) days prior to the date set forth in the Development Schedule and meet each of the following conditions (these conditions apply to each Anytime Fitness Center to be developed in the Development Territory):

1. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Anytime Fitness centers.

2. Execution of Franchise Agreement. You and we have entered into our then-current form of Franchise Agreement and such other agreements that we require for the grant of Anytime Fitness franchises for the proposed Anytime Fitness Center. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations; provided, however, that you will not be required to pay any initial franchise fee under any of those Franchise Agreements. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Anytime Fitness Center must be in accordance with the terms of the applicable Franchise Agreement.

4. Term. Unless sooner terminated in accordance with Section 5 of this Agreement, the term of this Agreement and all rights granted to you will expire on the date that you sign the Franchise Agreement for the last Anytime Fitness Center that is scheduled to be opened under the Development Schedule.

5. Default and Termination. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement or if you or any affiliate of yours breaches any of the terms of any Franchise Agreement or any other agreement that you or your affiliates have with us or our affiliates. For purposes of this Agreement, an “affiliate” of any person will be any person or entity that controls that person, is under the control of that person, or is under common control with that person.

All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency, (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority, (iii) you make a general assignment or other similar arrangement for the benefit of your creditors, (iv) a final judgment against you remains unsatisfied of record for thirty (30) days or longer, (v) execution is levied against your business or property, or the business or property of any of your affiliates that have entered into Franchise Agreements with us, (vi) a suit to foreclose any lien or mortgage against premises or equipment is instituted against you and not dismissed within thirty (30) days, or is not in the process of being dismissed, (vii) you fail to timely meet any of your obligations set forth in the Development Schedule or you fail to comply with our requirements for securing real estate for any Anytime Fitness Center, (viii) you or any of your affiliates open any Anytime Fitness Center before that person or entity has signed a Franchise Agreement with us for that center in the form we provide, (ix) you fail to comply with any other provision of this Agreement, or your or any of your affiliates fail to comply with any other agreement you or they have with us or our affiliates and do not correct the failure within thirty (30) days after written notice of that failure is delivered to the breaching party (except that if the failure to comply is the third failure to comply with any provision of any agreement that you or any of your affiliates have with us or an affiliate of ours within any twelve (12) consecutive month period, then we need not provide any

opportunity to cure the default), or (x) we have delivered to you or any of your affiliates a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

6. Rights and Duties of Parties Upon Termination or Expiration. Upon termination or expiration of this Agreement, all rights granted to you under this Agreement will automatically terminate, and:

A. All remaining rights granted to you to develop Anytime Fitness Centers under this Agreement will automatically be revoked and will be null and void and shall revert to us. You will not be entitled to any refund of any fees.

B. You and your affiliates must within five (5) business days of the termination or expiration pay all sums owing to us and our affiliates. In addition, you agree to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to Ten Thousand Dollars (\$10,000) for each undeveloped Anytime Fitness Center. You agree that this amount is in addition to the Development Fees paid under this Agreement, and is for lost revenues from Monthly Fees (as defined in the Franchise Agreement) and other amounts payable to us, including the fact that you were holding the development rights for those Anytime Fitness Centers and precluding the development of certain Anytime Fitness centers in the Development Territory, and that it would be difficult to calculate with certainty the amount of damage we will incur. Notwithstanding your agreement, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.

7. Transfer. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity. Upon any transfer of this Agreement by us or any of our legal rights and obligations hereunder, we will be released from all such obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent as set forth below.

1. As used in this Agreement, the term "Transfer" means any sale, assignment, lease, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you or control of the business franchised hereunder. You acknowledge that these provisions prohibit you from subfranchising or sublicensing any right you have under any agreement with us, and that your intent in entering into this Agreement is that you (and not any licensee or transferee) will be opening and operating the Anytime Fitness Centers to be developed under this Agreement. In addition, if there are two (2) individuals signing this Agreement as Developer, and one (1) of those individuals is no longer involved in the ownership of the business that is developing Anytime Fitness Centers, the withdrawal of that person shall be considered a "Transfer." A "Transfer" shall also be deemed to occur when there are more than two (2) people listed as the Developer and there is a change of the ownership of the business such that less than a majority of the original signators continue to have a majority interest in the equity of the business. You shall not in any event have the right to pledge, encumber, charge, hypothecate or otherwise give any third party a security interest in this

Agreement in any manner whatsoever without our express prior written consent, which consent may be withheld for any reason whatsoever in our sole and absolute judgment.

2. We will not charge you any fee in connection with your Transfer of your interest in this Agreement. However, as a condition to our approval of any Transfer, you must sign franchise agreements for all of the Anytime Fitness centers to be developed under this Agreement, you must transfer all of those agreements to the same person or entity that acquires your interest in this Agreement, and you must comply with all of the conditions for transferring each of those agreements, including the requirement to pay a transfer fee in connection with the transfer of each of those agreements.

3. The restriction on Transfer contained in this Agreement does not apply to, or otherwise restrict, your right to transfer any interest in any franchise agreement you previously signed for any Anytime Fitness center to be developed under this Agreement. You may transfer those agreements apart from any rights you have in this Agreement, provided you comply with the transfer provisions of each agreement you seek to transfer.

4. We may expand upon, and provide more details related to, the conditions for Transfer and our consent as described in this Section 7, and may do so in our operations manual or otherwise in writing.

8. Acknowledgements. To induce us to execute this Agreement, you represent and warrant to us as follows:

A. You recognize and acknowledge the importance of maintaining our standards for service, and further recognize and acknowledge the importance of following the System with respect to the development and operation of Anytime Fitness centers.

B. You have the entire control and direction of the Anytime Fitness Centers to be opened and operated by you, subject only to the conditions and covenants established by the Franchise Agreements for those centers. You acknowledge that the businesses to be operated under those Franchise Agreements involve business risks, and that your success shall be largely determined by your own skill and efforts as an independent business person.

C. You have entered into this Agreement after making an independent investigation of our operations and history and not upon any representation as to profits which you might be expected to realize and that no one has made any representation to induce you to accept the franchise granted hereunder and to execute this Agreement, except as may be set forth in the Franchise Disclosure Document you acknowledge receiving at least fourteen (14) days prior to the date you paid us or any affiliate any money or executed any agreement with us or any affiliate.

9. Miscellaneous. You acknowledge that other Anytime Fitness franchisees/area developers have or will be granted franchises or area development rights at different times and in different situations, and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement. You shall not complain on account of any variation from standard specifications and practices granted to any other franchisee/area developer and shall not be entitled to require us to grant to you a like or similar variation thereof. The provisions set forth in the franchise agreement for your first Anytime Fitness Center containing any covenants not to compete, enforcement provisions, notice provisions, and sections referenced as "Miscellaneous" or "Acknowledgments" are hereby incorporated into this Agreement by reference and shall be applicable to this Agreement until such time as you sign a subsequent franchise agreement, at which time the provisions of the new agreement

relating to covenants not to compete, enforcement, notice, and all sections referenced as “Miscellaneous” or “Acknowledgments” shall be incorporated into this Agreement by reference in place of the previous provisions. Likewise, if you or any affiliate later sign yet another franchise agreement, at all times, the provisions contained in the last franchise agreement you or such affiliate signs with us, which relate to covenants not to compete, enforcement, and notice, and all sections referenced as “Miscellaneous” or “Acknowledgments,” are hereby incorporated into this Agreement by reference in place of the previous provisions. You acknowledge having received a copy of our current form of franchise agreement for use in the sale of Anytime Fitness Centers, and that until you sign an agreement for your first center, the provisions of the form we provided to you relating to these matters will be deemed incorporated herein by reference and applicable to this Agreement. Any reference to the expression “this Agreement” in such Sections will be interpreted as a reference to this Area Development Agreement and any reference to “Protected Territory” will read as Development Territory. This Agreement and all related agreements executed simultaneously with this Agreement constitute the entire understanding of the parties and supersede any and all prior oral or written agreements between you and us on the matters contained in this Agreement; but nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you. We may designate another party to perform, or delegate to another party the performance of, of our duties and obligations under this Agreement or authorize that party to act on our behalf. Any provisions of this Agreement which, by their nature, may or are to be performed following expiration or termination of this Agreement, shall survive such termination or expiration. You must indemnify us in any action, suit, proceeding, demand, investigation, or inquiry (formal or informal) wherein our liability is alleged or in which we are named as a party as a result of activities by you which are not in accordance with this Agreement, with our policies, or with any law, rule, regulation, or custom governing your business that is conducted pursuant to this Agreement. If such an action or a claim is made against us, you shall indemnify and hold us harmless from all costs reasonably incurred by us in the defense of any such claim brought against us or in any action, suit, proceeding, demand, investigation, or inquiry (formal or informal) in which we are named as a party including, without limitation, reasonable attorneys’ fees, costs of investigation or proof of facts, court costs, other litigation expenses, and travel and living expenses, and from all amounts paid or incurred by us arising out of such claim or action. We may defend any claim made against us. Such an undertaking by us shall, in no way, diminish your obligation to indemnify us and hold us harmless. We are not required or obligated to seek recovery from third parties or otherwise mitigate our losses in order to maintain a claim against you. The above Recitals are made a part of this Agreement.

[THIS AGREEMENT CONTINUES WITH A RIDER,
WHICH IS A PART OF THIS AGREEMENT]

AREA DEVELOPMENT AGREEMENT RIDER

1. Effective Date: _____
2. Developer:
3. Development Territory:

If this Development Territory references one or more sites yet to be determined, then we reserve the right to develop and operate an Anytime Fitness Center in and around the above-described city, county or area, and to sell franchises and grant territories to others (including through area development agreements) who will operate Anytime Fitness Centers in and around the above-described city, county or area. You may then be required to choose a final location for your Anytime Fitness Center outside of any protected territory given to us or to any other franchisee or area developer, which final location may be outside of the county, city or area identified above. Should this happen, you would have to obtain our review and approval for a new Development Territory, and location for your Anytime Fitness Center.

4. Number of Anytime Fitness Centers to be opened and operating in the Development Territory:

6. Development Fee: \$

7. Development Schedule: You acknowledge and agree that a material provision of this Area Development Agreement is that the following number of Anytime Fitness Centers must be opened and continuously operated by you in the Development Territory in accordance with the following Development Schedule:

Anytime Fitness Center Number	Date by Which the Anytime Fitness Center Must Be Opened and Operated by You in the Development Territory	Cumulative Number of Anytime Fitness Centers to be Opened and Operated by You in the Development Territory as of the Date in Preceding Column
1		1
2		

For purposes of determining compliance with this Development Schedule, only the Anytime Fitness Centers you actually open and continuously operate in the Development Territory for at least the first six (6) months after opening will be counted toward the number of Anytime Fitness Centers required to be open and operated by you. You acknowledge and agree that in no event will any new Anytime Fitness center developed outside of the Development Territory be added towards the calculation to determine whether you have satisfied any Cumulative Number as required above. You may not close any Anytime Fitness Center without our prior written consent, which we may withhold in our sole discretion.

IN WITNESS WHEREOF, we and you have signed this Agreement as of the Effective Date set forth above.

FRANCHISOR:

DEVELOPER:

ANYTIME FITNESS FRANCHISOR LLC

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE AREA DEVELOPMENT AGREEMENT

In consideration of the execution of the Area Development Agreement (the "Agreement") between ANYTIME FITNESS FRANCHISOR LLC ("we" or "us") and _____ (the "developer"), dated _____, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the developer, including without limitation the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an Area Development Agreement containing the identical terms and conditions of the Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the developer or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the developer.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the developer or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the developer's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty will apply in all modifications to the Agreement of any nature agreed to by developer with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

DEVELOPER:

PERSONAL GUARANTORS:

_____ - Individually		
_____ Print Name		
_____ Address		
_____ City	_____ State	_____ Zip Code
_____ Telephone		

_____ - Individually		
_____ Print Name		
_____ Address		
_____ City	_____ State	_____ Zip Code
_____ Telephone		

CALIFORNIA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business will be located in California.

1. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning termination and non-renewal of the Area Development Agreement and certain provisions of the Area Development Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Area Development Agreement and your relationship with Franchisor, including the areas of termination and renewal of Franchisee's franchise. If the Area Development Agreement is inconsistent with the law, the law will control.

2. The Area Development Agreement requires binding arbitration. The arbitration will occur at Minneapolis, Minnesota with the costs being borne by both parties unless the party seeking arbitration seeks arbitration prior to mediating the dispute. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

3. The Area Development Agreement requires application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

4. The provision in the Area Development Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

5. The Area Development Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The Area Development Agreement contains a liquidated damages clause. Under California Civil Code section 1671, certain liquidated damages clauses are unenforceable.

7. Section 8 of the Area Development Agreement is deleted in its entirety and replaced with the following:

“[Intentionally Deleted]”

8. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Pursuant to Section 31512.1 of the California Franchise Investment Law, any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing,

including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ILLINOIS ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

This Illinois Addendum is only applicable if you are a resident of Illinois and your business will be located in Illinois.

1. Illinois law governs the Area Development Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Area Development Agreement may provide for arbitration to take place outside of Illinois.
3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

MARYLAND ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. On the basis of the financial information submitted by the Franchisor to the Maryland Securities Division the Division has required and the Franchisor has posted a surety bond, which surety bond is on file with the Maryland Securities Division to secure the Franchisor's pre-opening obligations to Maryland Franchisees.

2. Section 5 of the Area Development Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

3. Section 8 of the Area Development Agreement is revised to include the following language:

“Notwithstanding the standing provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.”

4. The representations made in the Area Development Agreement are not intended to nor should they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Section 7 of the Area Development Agreement is revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

7. The Area Development Agreement states that Minnesota law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland law, and we will comply with that law in Maryland.

8. Notwithstanding anything to the contrary in the Area Development Agreement, nothing will prevent the Franchisee from filing suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

9. Recital B and Section 8 of the Area Development Agreement is deleted in its entirety and replaced with the following:

“[Intentionally Deleted]”

10. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

MINNESOTA ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Franchisor will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that the Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Area Development Agreement.

3. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Franchisor shall not require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

NORTH DAKOTA ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provision shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of North Dakota:

1. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC
By: _____
Its: _____
Date: _____

Franchisee:
By: _____
Its: _____
Date: _____

VIRGINIA ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provision shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Virginia:

1. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

By: _____

Its: _____

Date: _____

Franchisee:

By: _____

Its: _____

Date: _____

WASHINGTON ADDENDUM TO THE DEVELOPMENT AGREEMENT AND RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. A surety bond in the amount of \$100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the Franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

2. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

3. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

5. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

6. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

8. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

9. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

17. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law,

including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

18. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

19. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

20. Recital B and Section 8 of the Area Development Agreement are deleted in their entirety and replaced with the following: “[Intentionally Deleted]”

21. Nothing set forth in the Area Development Agreement shall waive any liability the Franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:
ANYTIME FITNESS FRANCHISOR LLC

Franchisee:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT G

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE CALIFORNIA FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business will be located in California.

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

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF ANY AGREEMENT.

2. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT ITS WEBSITE ADDRESS WWW.DFPI.CA.GOV.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. Item 3 of the Franchise Disclosure Document is supplemented by the additional paragraph.

“Neither we nor any person described in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.”

5. Item 17 of the FDD is amended by the insertion of the following:

“The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning termination and non-renewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of transfer, termination and renewal of your franchise. If the Franchise Agreement or Area Development Agreement are inconsistent with the law, the law will control.

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section

31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043)).”

6. The Franchise Agreement and Area Development Agreement require application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

7. The Franchise Agreement and Area Development Agreement require binding arbitration. The arbitration will occur at the office of the American Arbitration Association located nearest Anytime Fitness Franchisor LLC’s principal offices (currently, Woodbury, Minnesota). You will bear all costs of arbitration if we secure any relief against you in the arbitration, or are successful in defending a claim you bring against us in the arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

8. California [Civil Code Section 1671] has statutes which restrict or prohibit the imposition of liquidated damage provisions.

9. The highest interest rate allowed by law in California for late payments is 10% annually.

10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

11. Pursuant to Section 31512.1 of the California Franchise Investment Law, any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE HAWAII FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of Hawaii:

This Hawaii Addendum is only applicable if you are a resident of Hawaii or if your business will be located in Hawaii.

1. Anytime Fitness Franchisor LLC's Franchise Disclosure Document is currently registered in the states of: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.
2. The states in which Anytime Fitness Franchisor LLC's, Franchise Disclosure Document is or will be shortly on file: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.
3. No state has refused, by order or otherwise, to register the Anytime Fitness franchise.
4. No state has revoked or suspended the right to offer Anytime Fitness franchises.
5. Anytime Fitness Franchisor LLC has not withdrawn the proposed registration of the Franchise Disclosure Document in any state.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The Franchisor's registered agent in the state authorized to receive service of process is:

Commissioner of Securities of
Department of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, Hawaii 96813

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Based upon the Franchisor's financial condition, the Hawaii Director of Commerce and Consumer Affairs has required the deferral of all initial fees to be paid to the Franchisor until the Franchisor's pre-opening obligations to the franchisee have been fulfilled.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

This Illinois Addendum is only applicable if you are a resident of Illinois and your business will be located in Illinois.

1. Illinois law governs the Franchise and Area Development Agreements.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE MARYLAND FRANCHISE REGISTRATION
AND DISCLOSURE LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. On the basis of the financial information submitted by the Franchisor to the Maryland Securities Division, the Division has required and the Franchisor has posted a surety bond, which surety bond is on file with the Maryland Securities Division to secure the Franchisor's pre-opening obligations to Maryland Franchisees.

2. Item 17 of the Franchise Disclosure Document is amended as follows:

"Termination for bankruptcy filing may not be enforceable under the United States Bankruptcy Act, but we intend to enforce it to the extent enforceable."

3. Items 17(c) and 17(m) are revised to provide that, under COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Item 17(v) and (w) are modified by the insertion of the following:

"Any Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE MINNESOTA FRANCHISE LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the FDD can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, form or remedies provided for by the laws of the jurisdiction.

2. We will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

3. Item 13 is revised to include the following language:

“To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement and Development Agreement.”

4. Item 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.

5. We are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE NEW YORK GENERAL BUSINESS LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of New York:

This New York Addendum is only applicable if you are a resident of New York or if your business will be located in New York.

1. The page entitled *Special Risks to Consider About This Franchise* is amended as follows:

Special Risk(s) to Consider About *This Franchise*

6. **Information.** INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added at the end of the first paragraph of Item 5:

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

4. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

6. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

7. Franchise Questionnaires and Acknowledgements -- No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other

person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Receipts -- Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY THE
NORTH DAKOTA FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of North Dakota:

The North Dakota Addendum is only applicable if you are a resident of North Dakota or if your business will be located in North Dakota.

1. THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees. The above restrictions should be addressed with a State specific addendum to the Disclosure Document for North Dakota.

11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE RHODE ISLAND FRANCHISE INVESTMENT ACT

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Rhode Island:

This Rhode Island Addendum is only applicable if you are a resident of Rhode Island or if your business will be located in Rhode Island.

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE VIRGINIA RETAIL FRANCHISING ACT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Anytime Fitness Franchisor LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. The following language is added to the end of the “Summary” section of Item 17 (e), entitled “Termination by franchise without cause”:

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchise Act or the laws of Virginia, that provision may not be enforceable.”

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. In light of SEB Franchising Guarantor LLC's lack of operating history, the Washington Department of Financial Institutions has required and the Franchisor has posted a surety bond, which surety bond is on file with the Washington Department of Financial Institutions to secure the Franchisor's pre-opening obligations to Washington Franchisees.

2. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

3. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

5. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

6. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

8. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

9. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

17. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

18. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is

inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

19. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

20. On or about October 16, 2018, our predecessor entered into an Assurance of Discontinuance (No. 18-2-25824-3) with the State of Washington entitled In Re: Franchise No Poaching Provisions under which it agreed to refrain from including “no-poach” language in its Franchise Agreement, which restricts a franchisee from recruiting and/or hiring the employees of other franchisees and/or employees of the franchisor or its affiliates, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. Our predecessor also agreed to refrain from enforcing that language in any of its existing Franchise Agreements, notified its current franchisees of the entry of the Assurance of Discontinuance, notified the Washington Attorney General if any of its franchisees attempted to enforce such a provision, offered to amend existing Franchise Agreements to delete the no-poach language and remove the language from existing Franchise Agreements as they come up for renewal. Our predecessor satisfied the requirements in the Assurance of Discontinuance and submitted to the State of Washington a declaration of completion.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE WISCONSIN FAIR DEALERSHIP LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, Franchise Agreement or Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Wisconsin:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document, Franchise Agreement and Development Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provision of the Franchise Agreement or Development Agreement that are inconsistent with the law Wis.Stat.Ch.135, the Wisconsin Fair Dealership Law, § 32.06(3), Wis.Code.

EXHIBIT H

HEALTHY CONTRIBUTIONS AGREEMENT

Healthy Contributions Terms and Conditions of Service

Healthy Contributions, SPV LLC (“HC”) is the payment processor and program administrator for a number of Membership Programs offered to Anytime Fitness Facility’s by, among others, Tivity Health, Optum, American Specialty Health (ASH) (each a “Program Provider”). By opting to participate in any of the Membership Programs administered by HC the participating Anytime Fitness Facility (“Participating Facility”) agrees to abide by HC’s Terms and Conditions set forth below, and as may be updated or amended from time to time.

1. Appointment of HC as Payment Processor. By opting to become a Participating Facility in any Membership Program the Participating Facility agrees that HC will serve as the payment processor for the Membership Program. HC will, among other things, (A) provide an electronic platform for the Participating Facility’s entry of Membership Program specific data; (B) collect Membership Program specific data from the Participating Facility (including Program Member usage data) and convey the data and information provided by the Participating Facility to the Program Provider; (C) disburse Membership Program reimbursements and fees to the Participating Facility as directed by the Program Provider. Participating Facility agrees that HC has no independent or derivative liability to the Participating Facility for any reimbursements, fees or payments due to Participating Facility from any Program Provider under any Membership Program and that HC’s obligations to Participating Facility are limited to disbursing monies to Participating Facility received by HC from the Program Provider as directed by the Program Provider. Participating Facility acknowledges that HC has made no warranty, guarantee or representations to Participating Facility concerning the level, if any, of compensation or profit that Participating Facility may derive from participating in any Membership Program. Participating Facility acknowledges that HC may receive compensation from a Program Provider (as solely determined by HC and the Program Provider) for providing its services as a payment processor and administrator for a Membership Program and that compensation is fully earned by HC and that Participating Facility has no claim to any part of HC’s compensation. HC agrees to provide a 1099 Form to each Participating Facility that meets applicable IRS thresholds. Participating Facility’s that do not meet applicable IRS thresholds may request a 1099 Form by contacting: compliance@healthycontributions.com. HC will provide Participating Facility with electronic copies of the Program Member enrollment forms when required by the Program Provider for use by Participating Facility. Participating Facility is required to use these forms. Participating Facility understands and acknowledges that the relationship created hereby is nonexclusive, meaning that either party hereto may do business with any other party that provides the same or similar services. Participating Facility agrees that HC may communicate with Participating Facility by, among other methods, email or other electronic means in order to, among other things, update Participating Facility concerning Membership Program changes, enhancements, offers and other pertinent information. These communications may include information concerning health plans or promotional advertisings in connection with Membership Programs and/or HC’s services.
2. Obligations of Participating Center. The Participating Facility agrees, among other things, to: (A) provide HC only with accurate data and information reflecting actual Program Member participation in the Membership Program; (B) understand and abide by the Program rules

and policies of each Program Provider that you opt into through Healthy Contributions. For clarity, some Program Providers cover basic membership dues on behalf of the member therefore the Client may not impose any charges on the member for Program services under said agreement. If a member requests services that are not covered by the Program Provider, the Member shall be solely liable for payment. (C) correctly update all participating member's data in the Healthy Contributions website by the 5th of every month for the preceding month (for example, by February 5 for January Program Member participation) so that usage can be automatically collected by Healthy Contributions at that time; (D) review monthly return reports data as they are made available and take action on any payment discrepancies found. Promptly reimburse to the Program Provider any monies received by the Participating Facility that HC or the Program Provider determine in good faith were paid to the Participating Facility based upon inaccurate, false or faulty data or information submitted by the Participating Facility or that were paid to the Participating Facility by HC or the Program Provider by mistake. Participating Facility agrees to provide HC with a completed W-9 Form and verifies that the information on the W-9 Form is accurate. The inability of HC to verify W-9 Form information provided by a Participating Facility may result in enrollment delays, payments delays and/or access restrictions. Participating Facility agrees to inform HC immediately of any change of control in the Participating Facility's ownership.

3. Termination by Participating Facility. Participating Facility may, depending upon the terms of Participating Facility's Franchise Agreement with Anytime Fitness Franchisor, be permitted to terminate its participation based on the specific termination requirements as outlined in each program's terms and conditions and program information documents (Plan FAQs). The Opt Out requirements may vary by Program Provider. Upon withdrawing from all Member Programs and terminating this agreement, Participating Facility is obligated to cooperate with HC in closing out Program Member accounts and providing appropriate communications to Program Members.
4. Termination by HC. HC may terminate this agreement by providing thirty (30) days advance notice to the Participating Facility. HC may terminate this agreement immediately if HC determine, in its reasonable discretion that Participating Facility has (A) repeatedly failed to abide by the terms and conditions of this agreement or (B) has intentionally provided inaccurate, false or faulty data to HC in connection with any Member Program.
5. Confidential Information/Privacy. Participating Facility agrees that "Confidential Information" shall include, but not be limited to, the terms of this agreement, the financial terms of any Membership Programs administered by HC, the identity of Program Providers, the identity of Program Members and their unique identifiers, including Program Members Personal Information (defined below). Participating Facility agrees to treat Confidential Information as strictly confidential, to protect Confidential Information from disclosure in the same manner and degree that Participating Facility protects its own confidential information and to refrain from sharing Confidential Information with third parties without the express consent of HC. In addition, Participating Facility agrees to abide by all applicable privacy laws, regulations or rules with respect to any "Personal Information" of Program Members. "Personal Information" includes all information that is deemed Personal

Information, or the equivalent, by any applicable privacy law, regulation or rule, and includes, without limitation, an individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of the name, number, personal mark, or other identifier, can be used to identify such natural person, whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver's license number or state identification card number; (C) bank account number (D) credit or debit card number; (E) account passwords or personal identification number, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; or (L) any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional.

6. Trademark Usage. All advertisements or other marketing materials relating to Healthy Contributions or a Program Provider's name, trademark, service mark, logo or other commercial symbol must be approved by Healthy Contributions and that Program Provider's legal department prior to publication by Client. Requests can be facilitated through Healthy Contributions.
7. Indemnification. Participating Facility agrees to defend, indemnify and hold harmless HC, its owners, affiliates, officers, directors, employees, agents, insurers and representatives from and against any and all third party demands, losses, actions, damages, claims, costs, expenses and liability, including attorney's fees (collectively, "Claims") that result from or arise out of, directly or indirectly, (a) any act or omission of Participating Facility related to any Membership Programs; (b) any violation of the terms of this agreement or (c) any claims asserted by any participating member arising from participating member's utilization of the Participating Facility.
8. Dispute Resolution. In the event of any dispute, claim or controversy of any kind or nature between HC and Participating Facility related to this agreement, the parties agree make a good faith effort to meet and resolve the dispute. If the parties are unable to informally resolve their dispute, a party may initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association involving a single arbitrator, engaged in the practice of law, who is knowledgeable in the subject matter relevant to the dispute. Any such arbitration shall be held within ten (10) miles of HC's headquarters in Woodbury, Minnesota. Nothing in this paragraph shall preclude a party from seeking equitable relief in a court of competent jurisdiction.
9. Beneficiaries/Assignment. This agreement will inure to the benefit of and shall bind the successors and permitted assigns of both parties to the agreement. Participating Facility may not assign or transfer this agreement without the prior written consent of HC.
10. Entire Agreement. This agreement is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether oral or written, relating hereto. No purported amendment, modification or waiver of any provision of this agreement shall be binding unless set forth in a written document signed by both HC and

the Participating Facility (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers).

EXHIBIT I-1

GENEVA CAPITAL, LLC FINANCING DOCUMENTS

MASTER EQUIPMENT LEASE AGREEMENT

Agreement # _____

Federal Tax # _____

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER		STREET ADDRESS	
CITY	STATE	ZIP	PHONE
EQUIPMENT LOCATION:			

SUPPLIER INFORMATION

NAME OF SUPPLIER	STREET ADDRESS	CITY	STATE	ZIP	PHONE

EQUIPMENT DESCRIPTION

Equipment Cost \$ _____

QUANTITY

ITEM DESCRIPTION

SERIAL # _____

RENTAL TERMS

Term in months _____

Rent Commencement Date: _____

RENTAL PAYMENT AMOUNT

Payments of \$ _____ (w/o tax) plus applicable taxes

Rental Payment Period is monthly unless otherwise indicated

SECURITY DEPOSIT

\$ _____

END OF LEASE TERMS: Provided the Master Equipment Lease Agreement (the "Agreement") has not terminated early and no event of default under the Agreement has occurred, Customer shall have the following options at the end of the original term. 1. Purchase the equipment immediately upon expiration of the Lease. 2. Renew the Agreement per paragraph 1 of the Agreement. 3. Return the Equipment to a location designated by Owner per paragraph 5 of the Master Equipment Lease Agreement.

THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED BY CUSTOMER.

MASTER TERMS AND CONDITIONS (This Agreement contains provisions set forth on page 2 and any supplements and/or addendums, all of which are made part of this Agreement).

1. AGREEMENT: Customer agrees to rent from Owner the personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements and/or addendums to this Agreement from time to time signed by Customer and Owner (along with any upgrades, replacements, repairs and additions, "Equipment"). This Agreement may be modified only by written agreement, signed by Customer and Owner, and not by course of performance or dealing. The term of this Agreement will begin on the Rent Commencement Date as established by the above RENTAL TERMS and will continue for the number of consecutive months provided herein. **THE TERM WILL BE EXTENDED, IN ACCORDANCE WITH THE END OF LEASE TERMS, ON A MONTH TO MONTH RENTAL BASIS UNLESS CUSTOMER SENDS OWNER WRITTEN NOTICE OF CUSTOMER'S INTENTIONS AT LEAST THIRTY (30) DAYS BEFORE THE END OF THE ORIGINAL TERM, PROVIDED THAT THE MONTHLY PAYMENT SHALL BECOME DUE IF CUSTOMER FAILS TO REMIT THE PURCHASE OPTION AMOUNT TO OWNER OR RETURN THE EQUIPMENT AS PROVIDED HEREIN.** Customer authorizes Owner to insert in this Agreement the Rent Commencement Date, any serial numbers and other identification data about the Equipment, as well as any other omitted factual matters. This Agreement is the final agreement between the parties; any verbal or written communications prior to this Agreement are hereby superseded by this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. **(CONTINUE ON PAGE 2)**

OWNER ACCEPTANCE

DATED (MM/DD/YYYY): _____

OWNER: GENEVA CAPITAL, LLC

1311 Broadway St, Alexandria, MN 56308

AUTHORIZED SIGNATURE: _____

TITLE: _____

CUSTOMER ACCEPTANCE

If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written Agreement.

DATED (MM/DD/YYYY): _____

CUSTOMER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PERSONAL GUARANTY: As additional consideration for Owner to enter into this Master Equipment Lease Agreement ("Agreement"), the undersigned ("You") and for more than one guarantor, jointly, severally, absolutely, unconditionally, and continually personally guarantee that the Customer will make all payments and meet all obligations required under this Agreement and any supplements thereto fully and promptly. You agree that Owner may make other arrangements with the Customer and You waive all notice of those changes and will remain responsible for any and all payment and obligations under the Agreement. Owner does not have to notify You if the Customer is in default. If the Customer defaults, You will immediately pay in accordance with the default provisions of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for Owner to proceed legally to enforce this Guaranty, this Agreement will be deemed fully executed and performed in, and will be governed by and construed in accordance with the state law in accordance with Owner's or Its Assignee's principal place of business. You expressly consent to jurisdiction of any state or federal court in Owner's state or Its Assignee's principal place of business or any other court so chosen by Owner. **YOU EXPRESSLY CONSENT TO GOVERNING LAW, VENUE PROVIDED HEREIN AND EXPRESSLY HEREBY WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES YOU MAY HAVE RELATED TO OR RELATING TO THIS AGREEMENT.** You agree to pay all costs, including attorneys' fees and costs incurred in enforcement of this Guaranty. You agree to be bound by paragraph 14 of this Agreement. It is not necessary for Owner to proceed first against the Customer or the equipment before enforcing this Guaranty against You.

Personal Guarantor	Personal Guarantor Signature	DATE (MM/DD/YYYY)	Mobile Phone #	Email Address
Personal Guarantor	Personal Guarantor Signature	DATE (MM/DD/YYYY)	Mobile Phone #	Email Address

2. NON-CANCELABLE LEASE: CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, TO PAY OTHER SUMS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THE AGREEMENT IS ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, OR COUNTERCLAIM WHICH CUSTOMER MAY HAVE AGAINST ANY PERSON FOR ANY REASON WHATSOEVER OR ANY MALFUNCTION, DEFECT OR INABILITY TO USE ANY ITEM OF EQUIPMENT.

3. RENT: The Agreement shall commence upon the Rent Commencement Date and shall end upon full performance by Customer in observance of all terms, conditions, and covenants set forth in the Agreement and any extension thereof. Rent shall be paid in advance and in the amount and frequency as provided herein plus any applicable taxes and fees including but not limited to sales tax, use tax, property tax, equipment protection fees, and late charges. The first such rental payment shall be due on the Rent Commencement Date and each subsequent payment will be due on the same day of each subsequent month or other frequency as explicitly provided for. Owner will have the right to apply all sums received from Customer to any amounts due and owed to Owner under the terms of this Agreement or any other Agreement between Owner and Customer. Customer agrees that Customer owes Owner additional pro rata rent calculated as one-thirtieth (1/30th) of the monthly rental amount per day from the earlier of the date of Equipment delivery or the date of advanced funding to Supplier until the Rent Commencement Date and the Agreement begins. Provided no events of default have occurred, Owner will allow Customer to pay off the Agreement early for an amount equal to the sum of all remaining unpaid rental payments, discounted to a net present value at a rate up to five percent (5%), plus the purchase option price.

4. OWNERSHIP OF EQUIPMENT: Owner has purchased the Equipment at the direction of Customer. Owner shall at all times have sole ownership and title to the Equipment. Customer warrants that the Equipment shall at all times remain personal property; the Equipment is removable from and is not essential to any premise upon which it is located regardless of attachment to realty, and Customer agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment. This Agreement is a "true lease" and not a loan or installment sale. If this Agreement is held by a court not to be a "true lease" Customer hereby grants Owner a security interest in the Equipment and all proceeds arising therefrom. If any portion of the rent or other payments hereunder shall be deemed interest and such interest exceeds the highest rate permitted by applicable law, such excess interest shall be applied to your obligations to us or refunded if no obligations remain. Customer hereby authorizes Owner to file UCC financing statements as We deem necessary to protect Our interest, and Owner may charge a fee to cover related costs or at Owner's discretion a non-filing protection fee. The parties further agree that this Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC") and notwithstanding any determination to the contrary, Owner will have the rights and remedies of a lessor as if the Agreement were a "finance lease" under Article 2A of the UCC. To the extent permitted by applicable law, Customer hereby waives any and all rights conferred upon a lessee under UCC Article 2A-508 through 2A-522 as enacted by Minnesota Statute Sections 336.2A-508 through 336.2A-522 whether or not said statute is applicable, or other applicable law. Customer shall not alter the Equipment without prior consent from Owner. Any alterations or improvements to any item of Equipment shall be deemed accessions and shall be returned to Owner with the Equipment to Owner upon the Agreement expiration or earlier repossession. Customer shall maintain the Equipment in good repair, condition and working order. Customer shall furnish all parts, mechanisms, devices and labor required to keep the Equipment in such condition and pay all costs incident to the Equipment's operation.

5. LOCATION OF EQUIPMENT: Customer will keep and use the Equipment at Customer's Equipment Location on page 1 and Customer agrees not to move it unless Owner agrees to it in advance. At the end of the Agreement's term or upon termination for any other cause, unless Equipment is purchased or the Agreement is renewed, Customer will return the Equipment to a location Owner specifies at Customer's expense. The Equipment must have been inspected and tested by a source authorized by Owner and paid at Customer's expense documenting that the Equipment is in full working order, in complete repair and is in good retail condition acceptable to the Owner. Customer agrees to remove any and all sensitive data stored on Equipment or software at Customer's expense. Upon request, Customer shall advise Owner as to the exact location of the Equipment. Owner reserves the right to inspect the Equipment (by a source authorized by the Owner) at any time during normal business hours throughout the Agreement term and Customer shall permit Owner access to the Equipment for such purposes.

6. WARRANTIES: OWNER MAKES NO WARRANTY, REPRESENTATION, OR COVENANT, EXPRESS OR IMPLIED, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THE EQUIPMENT IS MERCHANTABLE. CUSTOMER SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT INCLUDED IN THIS AGREEMENT BASED UPON CUSTOMER'S OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY OWNER. OWNER SHALL HAVE NO LIABILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT, FOR ANY DELAY OR FAILURE BY SUPPLIER(S) TO DELIVER AND INSTALL THE EQUIPMENT OR TO PERFORM ANY SERVICES, OR WITH RESPECT TO THE SELECTION, INSTALLATION, TESTING, PERFORMANCE, QUALITY, MAINTENANCE, OR SUPPORT OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OWNER'S AND NO REPRESENTATION BY SUPPLIER SHALL IN ANY WAY AFFECT CUSTOMER'S DUTY TO PAY THE RENTAL PAYMENTS AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

7. LOSS OR DAMAGE: Customer is responsible for the risk of loss, destruction of, or damage to the Equipment. No such loss or damage relieves Customer from the payment obligations under this Agreement. Customer agrees to promptly notify Owner in writing of any loss or damage and at Owner's discretion either pay to Owner the Accelerated Amount or repair or replace the Equipment so that the Equipment is returned to the condition required herein.

8. COLLATERAL PROTECTION & INSURANCE: Customer agrees to keep the Equipment fully insured against property damage and/or loss with Geneva Capital, LLC and its Assigns as Loss Payee in an amount not less than the original Equipment Cost until this Agreement is terminated. Customer also agrees to obtain a \$500,000 comprehensive general liability insurance policy and to include Geneva Capital, LLC and its Assigns as an Additional Insured on the policy. Customer agrees to provide Owner with a complete certificate of insurance acceptable to Owner, before this Agreement begins. In the event the acceptable certificate is not received or later lapses, Customer further authorizes Owner as Customer's attorney-in-fact to enroll Customer in an equipment protection program through a third-party insurance provider and Customer agrees to pay a monthly administrative surcharge to Owner. Owner shall be under no obligation or duty to enroll Customer in such program and such coverage may not protect Customer's interests and may be at a higher cost than what Customer could arrange on its own. Any insurance proceeds will be paid to Owner and Customer grants Owner a power of attorney to effectuate such payments of insurance proceeds or negotiate checks. Insurance proceeds shall be applied to any loss or damage, but Customer shall remain liable for any balance due under this Agreement if insurance proceeds are insufficient to pay off the Lease. **NOTHING IN THIS PARAGRAPH WILL RELIEVE CUSTOMER OF CUSTOMER'S RESPONSIBILITY FOR PROPERTY AND LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.**

9. INDEMNITY: Customer shall and does hereby agree to indemnify, defend and hold harmless Owner and any Assignee, and each of their directors, officers, employees, agents or affiliates from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages, and liabilities (including attorneys' fees) arising out of, connected with or resulting from the delivery, possession, use, operation, maintenance, repair or return of Equipment by Customer or its employees, agents, customers or vendors. Customer's obligations under the preceding sentence shall survive expiration of any rental term or the termination of the Agreement.

10. TAXES AND FEES: Customer agrees to pay when due all taxes (including but not limited to sales tax, personal property tax, fines and penalties) relating to this Agreement or the Equipment on a monthly basis. If the Equipment is subject to personal property tax, Customer agrees to pay a monthly amount to Owner, beginning in the first year in which the taxes are assessed, calculated as 1/12th of the estimated personal property tax for the year as well as any administrative fees charged by the Owner for processing the tax filings. Such amount will be adjusted each year to reflect changes in the valuation of the Equipment. If the Equipment or use of the Equipment requires licensing or registration with any governmental authority, Customer shall, at Customer's expense, obtain and maintain such license or registration continuously during the term of this Agreement and pay all license and/or registration fees. Customer agrees Owner may make a profit on any administrative surcharge, or processing of any taxes and/or fees.

11. ASSIGNMENT: CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. Owner may sell, assign, or transfer this Agreement. Customer agrees that if Owner sells, assigns, or transfers this Agreement, the new owner will have the same rights and benefits that Owner has now and will not have to perform any of Owner's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set offs that Customer may have against Owner.

12. DEFAULT AND REMEDIES: If Customer does not pay any rental payment or other sum due to Owner when due, or if Customer breaches any of Customer's obligations in the Agreement or any other agreement with Owner, or if Customer or any Guarantor of Customer's obligations dies, becomes insolvent, files for or is the subject of a proceeding in bankruptcy, Customer will be in default. Customer agrees that a default under this Agreement or any other agreement between Customer and Owner shall constitute a default under all agreements at Owner's discretion. If any part of a payment is not received by Owner within 4 days of its due date, Customer agrees to pay a late charge of 15% of the payment which is late or \$25.00, whichever is greater, or if less, the maximum charge allowed by law. If Customer is ever in default, Owner may do any of the following, each of which shall be cumulative: retain Customer's security deposit; elect not to renew any or all time-out controls programmed within the Equipment; remotely disable the Equipment; instruct Supplier, manufacturer or others to withhold service on the Equipment; proceed by appropriate court action(s) to enforce any right or remedy under this Agreement, at law or in equity, including any right under the UCC; recover interest on any unpaid payment from the date it was due until fully paid at the rate of 18% per annum or if less the highest rate permitted by law; without notice, cancel this Agreement whereupon all of Customer's rights to the use of the Equipment shall terminate, and Customer shall deliver possession of the Equipment to Lessor in accordance with this Agreement and Customer shall deliver possession of the Equipment to Lessor in accordance with this Agreement and Customer shall remain liable for all amounts due herein; take possession of any or all of the Equipment and sell, dispose of, hold, use or lease the Equipment; declare immediately due and payable, as liquidated damages for loss of bargain and not as a penalty (i) all accrued and unpaid rent and other accrued obligations hereunder, plus (ii) the sum of all unpaid rent for the remaining Agreement term plus the end of term purchase option price, both discounted to present value at a discount rate of 3% (the "Accelerated Amount") (the Accelerated Amount shall bear interest at a rate equal to 18% per annum or if less the highest rate permitted law). If any information supplied by Customer on the credit application or during the credit process is later found to have been falsified or misrepresented, Customer shall be considered in default and in addition to the preceding remedies, Owner may file criminal charges against Customer and prosecute to the fullest extent of the law. If Owner refers this Agreement to an attorney or collection agency for collection, Customer agrees to pay Owner reasonable attorney and collection fees and actual court costs. Customer further agrees that in the event of default, Owner shall be allowed to take possession of the Equipment and in the event of repossession transfers all ownership interest in said equipment to Owner. If Owner takes possession of the Equipment, Customer agrees to pay the cost of repossession including any damage to the Equipment or real property as a result of the repossession. Customer agrees that Owner will not be responsible to pay Customer any consequential or incidental damages for any default by Owner under this Agreement. Customer agrees that any delay or failure to enforce Owner's rights under this Agreement does not prevent Owner from enforcing any rights at a later time. Customer further authorizes Owner to obtain and use consumer credit reports as may be needed and Customer waives any right or claim Customer may otherwise have under the Fair Credit Reporting Act in absence of this continuing consent.

13. MISCELLANEOUS: The Security Deposit is to secure Customer's performance under this Agreement. Customer will pay the security deposit on the date Customer signs this Agreement. In the event this Agreement is not fully completed or consummated, the security deposit will be retained by Owner to compensate Owner for Owner's documentation, processing, collection efforts and other expenses. If all conditions herein are fully complied with and provided there are no events of default to this Agreement per paragraph 12, the security deposit will be refunded to Customer after the return of the Equipment in accordance with paragraph 5 or the Agreement is paid in full. This Agreement may be signed in counterparts that together will constitute one document. This Agreement may be executed by way of facsimile or electronic transmission, and if so, shall be treated as an original having the same binding legal effect. Only the counterpart of this Agreement that bears Owner's manually applied signature shall constitute the original chattel paper for purposes of possession. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement. Captions or paragraph headings are intended for convenience or reference only and shall not be construed to define, limit or describe the scope or intent of any provision hereof. Customer will promptly execute or otherwise authenticate and deliver to the Owner such further documents or take such further action as Owner may reasonably request in order to carry out the intent and purpose of this Agreement. Unless Customer provides Owner with written notice of non-acceptance of the Equipment within ten (10) days of Supplier's delivery of Equipment to Customer, the Equipment shall be deemed to be fully accepted and Agreement shall be fully valid and in force whether or not Customer has executed a Delivery & Acceptance Certificate. Upon Owner's request, Customer agrees to provide updated financial information (including but not limited to financial statements and tax returns).

14. LAW. THIS AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN OWNER'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE STATE LAW IN ACCORDANCE WITH OWNER'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. CUSTOMER EXPRESSLY CONSENTS TO JURISDICTION OF ANY STATE OR FEDERAL COURT IN OWNER'S STATE OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS OR ANY OTHER COURT SO CHOSEN BY OWNER. CUSTOMER EXPRESSLY CONSENTS TO GOVERNING LAW, VENUE PROVIDED HEREIN AND EXPRESSLY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES CUSTOMER MAY HAVE RELATED TO OR RELATING TO THIS AGREEMENT.

 AUTHORIZED SIGNATURE

 DATE

Geneva Capital, LLC
1311 Broadway Street
Alexandria, MN 56308

Credit Release & Information Verification Language

By signing this application the applicant(s) certifies that all information contained in this application, and all attachments hereto, are true and accurate to the best of the applicant(s) knowledge and are made for the purpose of obtaining credit for business purposes, and not for personal or family use. The applicant(s) hereby authorize Geneva Capital L.L.C. and its assigns to obtain and use consumer credit reports on the undersigned, now and from time to time, as may be needed in the credit evaluation and review process and waives any right or claim the applicant(s) would otherwise have under the Fair Credit Reporting Act in absence of this continuing consent. The applicant(s) further authorize any government agency, bank or financial institution to release credit information on the applicant(s) accounts to Geneva Capital L.L.C. and its assigns. If credit is extended, Applicant agrees that submitting an electronic, photocopy or facsimile copy of a signed authorization shall be deemed to be binding, valid, genuine and authentic as an original-signature document for all purposes. The applicant(s) further authorize Geneva Capital L.L.C. to mail, fax or e-mail solicitations of future lease financing services to applicant.

X _____
Signature

Date

EXHIBIT I-2

GUIDANT FINANCIAL GROUP FINANCING DOCUMENTS



iFinance Agreement

Investing your retirement savings into a small business can be a prudent strategy for achieving your retirement goals. Guidant Financial is dedicated to ensuring that Guidant's iFinance meets all applicable regulations for a Rollover for Business Start-ups plan.

Please review each statement and verify your understanding of the specific actions you must take when utilizing a Rollover for Business Start-ups plan such as Guidant's iFinance.

FIDUCIARY OBLIGATIONS:

To benefit from the tax-deferred advantages of a qualified retirement account, regulations require that you choose investments that are in the best interest of your retirement account.

I verify that I have performed due diligence and believe that my decision to invest my personal retirement funds into the corporation is a good investment in the best interest of my 401(k).

I verify my understanding that I could lose up to 100% of my investment if the business fails.

I have done my own due diligence and have determined that the use of my retirement monies as funding source for iFinance and related business transaction is a prudent use of my retirement monies and is a good investment for the 401(k) Plan.

401(k) PLAN RESPONSIBILITIES:

As the trustee of a 401(k) plan, you have a duty to manage the plan so that it benefits *all* employees not just the owners and officers of the Corporation.

I verify that I will use this 401(k) as a long-term savings vehicle for *all* employees of the business and agree that I will encourage all eligible employees to participate.

I verify my understanding that when company stock is offered for purchase within the 401(k) plan, the offering *must* be available for *all* eligible employees.

PERSONAL SALARY/COMPENSATION CONSIDERATIONS:

To avoid any appearance of a conflict-of-interest with your 401(k) investment, you must defer paying yourself compensation until the company becomes an active business.

I verify that I will not draw compensation from the company before being opened for business; the company must be actively engaged in the buying or selling of goods and/or services.

I verify my understanding that my compensation should come from revenue generated from the business and not from the proceeds of the sale of employer stock to the 401(k).

I verify my understanding that taking compensation above what is fair and reasonable for the position and industry can create a prohibited transaction.

TERMS OF AGREEMENT:

I acknowledge that I have read, understand, and agree to be bound by the terms of this Agreement as detailed in the linked ¹ These Terms of Agreement are hereby incorporated by reference and, together with the documents executed in connection therewith, constitute the entire agreement between parties. There are no agreements, understandings, restrictions, representations, or warranties other than those set forth or referred to herein unless the parties have entered into an Addendum in writing, signed by the parties, that specifically references this Agreement.

I agree to discuss these requirements – *Fiduciary Obligations, 401(k) Plan Responsibilities, & Personal Salary/Compensation Considerations* – with my Outside Counsel to make an informed decision.

Signature

Date

Printed Name

¹ http://www.guidantfinancial.com/Libraries/documents/Guidant_401k_Online_Terms_and_Conditions_2010_09_21.sflb.ashx



iFinance Agreement

CLIENT INFORMATION

Client Legal Name:

Client Date of Birth:

Client Address:

City:

Spouse's Name (if applicable):

Spouse's Date of Birth:

County:

State:

Zip:

What state do you want the Corporation filed in?²:

SHAREHOLDER INFORMATION

Retirement Funds/Accounts: Please list all parties investing retirement funds that will be used with iFinance.

❖ Have there been any rollovers within any of the below referenced accounts within the last 12 months?

If yes, please explain:

Account Owner Name	Type	Custodian	Amount	Inherited?

Non-Retirement Funds: Please list all parties investing personal funds in your new Corporation

Account Owner Name	Source	Amount
	<i>Guidant Fee/Cash</i>	

I have confirmed with my custodian that my funds can be transferred and I acknowledge that I am ultimately responsible for ensuring that my funds are eligible for transfer/rollover into the iFinance Plan.

The Internal Revenue Code imposes a limit of one IRA-to-IRA distribution with a 12 month period. Distributions that fall outside this exception are subject to applicable taxes and penalties. Have you made a 60 day IRA-to-IRA distribution from any IRA you own during the preceding 12 months, whether that IRA is listed above or not? If "yes" what was the date on the distribution check and to whom was that check made payable?

² In the event you submit your contract and later change the state of investment, additional requirements and fees will apply. Contact Guidant immediately.



iFinance Agreement

OUTSIDE COUNSEL

Consultations with outside counsel are conducted by telephone. Please indicate who you prefer to have represented by outside counsel³:

I, _____, hereby acknowledge that I have personally filled out the iFinance Agreement, the information therein is accurate to the best of my knowledge, and Guidant is entitled to rely on that information in fulfilling the iFinance.

PROPOSED INVESTMENT: BUSINESS TRANSACTION

- Are you purchasing a franchise?
- Will you be purchasing an existing business with iFinance?

If **yes**, please answer the four following questions:

1. This acquisition is an:
2. Who are you purchasing the existing business from:
 - ❖ If **other**, please specify:
3. Does this existing business have employees that will remain with the business after you acquire it?
 - ❖ If **yes**, how many existing employees are expected to remain with the business?
4. Does this existing business have an existing retirement plan of any type?

❖ If **yes**, specify the type:

If **other**, please specify:

- Do you contemplate the iFinance corporation will purchase, lease or otherwise occupy real estate that is owned by you, a family member or any entity in which you or any family member have any ownership?

If **yes**, please explain:

- Do you anticipate the iFinance corporation entering into any type of commercial transaction or dealings with you, a family member or any entity in which you or any family member have ownership?

If **yes**, please explain:

- Identify any and all parties (including other entities) involved with your pending business transaction. Include any familial relationships among those parties:

³ As provided in Paragraph 10 of the "Terms and Conditions." Client will receive two telephonic consultations, each ranging from 30-60 minutes maximum as determined by outside legal counsel to provide legal advice to Client on issues pertaining to the iFinance structure. If client's spouse/other investor desires to have separate legal counsel (i.e. no joint representation), the legal fees and costs of that separate legal counsel for the spouse/other investor will be the sole responsibility and expense of the Client. Client understands and agrees that GUIDANT will have no responsibility for such additional expenses.

"Joint Representation" means that both parties will be considered equally as clients, that both have the same legal interests, and both agree to attend all conferences with Outside Counsel. If you cannot meet those requirements, you must select single representation. With single representation, you may invite your spouse to attend any conference even if the spouse is not a client, with the understanding that you waive confidentiality in order to have the spouse attend. In this case, you both understand that only the represented spouse is entitled to reply on the legal advice.



iFinance Agreement

Do you, your spouse, your children, or other investor(s) currently have ownership interest in any other business entities? (These include sole proprietorships, inactive and shell entities.)

Entity Name	State of Filing	Entity Type	Active?	What does it do?

Your ownership	Spouse's Ownership	List other owners, their relationship to you, and percentage of their ownership:		

# of Employees	# of 1099 Contractors:	Will this business interact with the iFinance business in any way?
		Explain:

Type of Existing Retirement Plan:

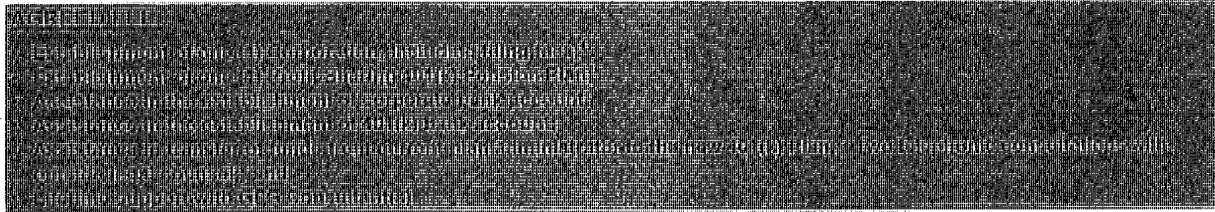
I understand that ANY interaction or co-commerce between any entity/business I have an ownership interest in and the new corporation that is being set up as part of my iFinance plan may constitute a prohibited transaction. If I decide that the entity or entities in which I have a personal ownership interest will interact with the iFinance corporation in any way, I agree to consult with my account manager and the outside legal counsel referred by Guidant, prior to such interaction. I agree to inform my outside counsel of all facts relating to any such possible interaction. My initials below indicate that all individuals involved in the iFinance structure understand and agree to the above statements.



iFinance Agreement

This Agreement to Provide Services, dated _____, is a contract between Guidant Financial Group, Inc. ("GFG") and _____ ("Client").

Upon return of a signed and completed copy of this Agreement, subject to the _____ your payment of GFG's Agreed Fee, and the approval of this Agreement by GFG's compliance department, you will have retained GFG to produce documents and to provide services required for the iFinance program, as detailed below:



Please add the optional expedited service to the Agreed Fee for an additional \$499.00. This includes the expedited filing fee (where available), overnight delivery of documents as necessary, and expedited processing priority. This service is not offered for all states - consult your Consultant for details.⁷

Method of payment (select one of the choices below):

I have read, understand and agree to the terms of this agreement as detailed in the linked "

"⁸

Client Signature _____

Date _____

Printed Name _____

⁴ The default state of filing will be the Client's state of residence, unless otherwise indicated by the client and agreed to by GFG. It is the client's responsibility to notify GFG if client would prefer to file in a state other than client's state of residence. The number of shares and par value authorized for your Corporation will be determined based on GFG's standard practices, unless agreed to otherwise. GFG will pay up to \$500 in filing fees directly associated with the filing of the Articles of Incorporation. Filing fees will be determined by state filing fee requirements and based on GFG's standard filing practices, unless agreed to otherwise. Any filing fees, including fees related to the expedite of such filing, in excess of \$500 are the sole responsibility of the client and such excess fees must be paid by the client to GFG in advance of filing the Articles of Incorporation. GFG cannot guarantee the processing times for filings and will not be held liable for any damages caused by delay from processing a filing.

⁵ In addition to the Agreed Fee, you will have the opportunity to engage GFG for the required recordkeeping services of your 401(k) Plan. Recordkeeping fees begin at \$119 per month. Fees will be paid in accordance with the terms of the Recordkeeping Agreement. Additional Recordkeeping fees may apply.

⁶ As detailed in Paragraph 10 of the "Terms of Agreement."

⁷ EXPEDITE filings in California will incur an additional charge of \$200 for each entity. This charge will be added to the Agreed Fee.

⁸ Each individual contributing retirement funds to the iFinance is required to sign the agreement.

EXHIBIT I-3

RV NOW, LLC FINANCING DOCUMENTS

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is executed as of the _____ day of _____, 20____, by the undersigned debtor ("Debtor") in favor of RV NOW, LLC, and/or its successors and assigns ("Lender"), in order to induce Lender to extend or continue credit to Debtor pursuant to the provisions of that Secured Loan Agreement dated as of an even date herewith (the "Secured Loan Agreement") and the Secured Promissory Note executed as of an even date herewith (the "Note"). In consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby represents, warrants, covenants and agrees to the following:

1. Grant of Security Interest. Debtor hereby collaterally assigns, transfers and pledges to Lender, and grants to Lender a first and prior security interest (subject only to prior liens of Lender, if any) in, all of Debtor's right, title and interest in and to that intangible and other property which is more fully described on EXHIBIT A attached hereto, whether now existing or hereafter acquired, along with all proceeds associated therewith (collectively, the "Property"). Debtor hereby authorizes Lender to file of record all UCC financing statements and continuation statements that might be required to perfect Lender's security interest in the Property and to sign Debtor's name thereto, if applicable.

2. Obligations Secured. The obligations secured hereby are the payment and performance of the Obligations (as defined in the Secured Loan Agreement). All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Secured Loan Agreement.

3. Termination. This Agreement shall terminate upon the payment and performance in full of all of the Obligations, including without limitation the payment of all indebtedness of Debtor to Lender existing or committed by Lender at the time Lender receives written notice of withdrawal of this Agreement by Debtor.

4. Warranties of Debtor. Debtor represents and warrants (a) that the Debtor is the owner or has control of the Property; (b) that Debtor has the right to pledge or grant a security interest in the Property; (c) that the Property is genuine, free from liens (other than liens of Lender, if any), adverse claims, set-offs, default, repayment, defenses and conditions precedent of any kind or character; and (d) that the security interest in the Property granted to Lender hereby is a first and prior security interest (other than liens of Lender, if any) and that Debtor has not, and will not, grant or suffer another security interest in or encumbrance against the Property.

5. Covenants of Debtor.

5.1 General Covenants. Debtor shall (a) perform all obligations secured hereby when performance is due; (b) permit Lender to exercise its powers; (c) execute and deliver such documents as Lender reasonably deems necessary to create, perfect and continue the security interests contemplated hereby; (d) not permit any lien on the Property, except in favor to Lender; and (e) not change its chief place of business, its name, its organizational structure or the place where Debtor keeps its records concerning the Property without ten (10) days' prior written notice to Lender.

5.2 Covenants Regarding Property. Without Lender's consent, Debtor shall (a) not commingle proceeds; (b) not sell, transfer, encumber, hypothecate or otherwise dispose of any Property or proceeds (except as may otherwise be permitted herein or in the Secured Loan Agreement) at any time, except to Lender or except in the ordinary course of business; (c) not modify, alter, amend, or subordinate, or consent to or suffer any modification, alteration, amendment or subordination of, any of the Property, nor, through action or failure to act, waive any of its rights thereunder; and (d) provide any service and do all other acts and things necessary to keep the Property free and clear of all defenses, rights of off-set and counterclaims.

6. Powers of Lender. Debtor appoints Lender its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Lender's officers and employees, or any of them upon the occurrence of an Event of Default (as defined in Section 8, below): (a) to notify any person obligated on any security, instrument or other document subject to this Agreement of Lender's rights hereunder; (b) to collect by legal proceedings or otherwise all interest, principal or other sums now or hereafter payable upon or on account of the Property; (c) to insure, process and preserve the Property; (d) to perform any obligation of Debtor under this Agreement; and (e) to execute on behalf of the Debtor or its affiliates all financing statements and renewal statements that may be necessary in Lender's discretion to perfect the security interests created by this instrument or otherwise. To effect the purposes of this Agreement, or otherwise upon instructions of Debtor, Lender may cause the Property to be transferred to Lender's name or the name of Lender's nominee.

7. Lender's Care and Delivery of Property. Lender's obligation with respect to Property in its possession shall be strictly limited to the duty to exercise reasonable care in the custody and preservation of such Property. Lender shall have no duty to take any steps necessary to preserve the rights of Debtors against prior parties, or to initiate any action to protect against the possibility of decline in the market value of the Property or proceeds. Lender shall not be obligated to take any action with respect to the

Property or proceeds requested by Debtor unless such request is made in writing, and then only if Lender determines that the requested actions would not jeopardize the value of the Property as security for the Obligations. Lender may at any time deliver the Property, or any part thereof, to Debtor, and the receipt thereof by Debtor shall be a complete and full acquittance of the Property so delivered, and Lender shall thereafter be discharged from any liability or responsibility therefor.

8. Events of Default. The occurrence of any Event of Default as defined in the Secured Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. Upon the occurrence of any Event of Default, Lender shall have the right to exercise all rights and remedies available to it at law or in equity or otherwise provided under the Secured Loan Agreement.

10. Costs, Expenses and Attorneys' Fees. All payments, advances, charges, reasonable out-of-pocket costs and expenses, including reasonable out-of-pocket attorneys' fees, made or incurred by Lender in exercising any right, power or remedy conferred by this Agreement or in the enforcement thereof following an Event of Default shall be paid to Lender by Debtor immediately upon demand, together with interest at the default rate of interest as defined in the Note.

11. Miscellaneous. Presentment, protest, notice of protest, notice of dishonor, notice of nonpayment and notice of acceptance of this Agreement are hereby waived. Any right to direct the application of payments or security for the Obligations and any right to require proceedings against others or to require exhaustion of security are waived. Consent to extensions, forbearances or alterations of the terms of indebtedness, the release or substitution of security, and the release of guarantors is given with respect to the Property and all proceeds subject to this Agreement. Until all Obligations shall have been paid in full, Debtor shall have no right to subrogation or contribution, and Debtor hereby waives any benefit of or any right to participate in any Property, proceeds or other security whatsoever now or hereafter held by Lender.

12. Successors and Assigns. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Debtor and its successors and assigns; provided, however, that Debtor shall not assign its rights or obligations under this Agreement without the prior written consent of Lender which may be withheld in its sole discretion.

13. Arkansas Law Applicable. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

14. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

15. JURY WAIVER. DEBTOR HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HERewith.

IN WITNESS WHEREOF, the Debtor has executed this Pledge and Security Agreement as of the date set forth in the preface.

"Debtor"

By: _____

Title: _____

Address: _____

EXHIBIT A

DESCRIPTION OF COLLATERAL

All of the rights, title and interest, whether now existing or hereafter acquired, of Debtor in, to and under the following described property:

1. All accounts (including accounts receivable), payment intangibles, membership contracts and cash and noncash proceeds which may accrue to Debtor, or be derived from, the ownership and/or operation of Debtor's health clubs, including without limitation, all fees, dues, income, rents, issues, profits, earnings, receipts, royalties and revenues therefrom; and
2. All amendments and supplements to and renewals and extensions of any and all of the foregoing, whether now existing or hereafter entered into and all replacements, substitutions, products and proceeds from any and all of the foregoing.

The Property shall not include, and the Lender shall not have a lien on, any furniture, fixtures or equipment of the Debtors.

SECURED LOAN AGREEMENT

THIS SECURED LOAN AGREEMENT (the "Agreement") is dated as of the ____ day of _____, 20____, and is entered into by and between the undersigned borrower ("Borrower") and RV NOW, LLC ("Lender").

WHEREAS, Borrower desires to borrow funds (the "Loan") from Lender;

WHEREAS, the lending relationship created between the Lender and the Borrower related to the Loan will be governed and evidenced by the terms and conditions of a Secured Promissory Note executed by the Borrower (the "Note"), this Agreement; that Unconditional Guaranty executed by one or more principals of the Borrower as required by the Lender (the "Unconditional Guaranty"); that Pledge and Security Agreement executed by the Borrower (the "Security Agreement"); that Billing Services Agreement ("Billing Agreement") by and between Lender and Borrower's affiliate, ABC Financial Services, Inc. ("ABC"), and all other documents referenced therein or otherwise pertaining to this transaction (collectively, the "Credit Agreement");

WHEREAS, Borrower and Lender desire to establish the conditions pursuant to which advances of principal shall be funded and principal and interest hereunder shall be paid; and

WHEREAS, the parties desire to be legally bound by the terms and conditions of this Agreement along with all exhibits attached hereto and related contractual agreements referenced herein, the terms and conditions of which are incorporated herein by this reference;

WHEREAS, all capitalized terms contained in this Agreement which are not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the legal adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows;

1. Definitions.

In addition to the definitions set forth in the recitals, which are true and accurate and which are incorporated herein by this reference, the following terms shall have the following meanings unless otherwise agreed.

"Business" means that certain business of Borrower, including without limitation acquiring, constructing, marketing, maintaining and operating fitness clubs.

"Business Day" means a day on which commercial banks are authorized to conduct business or Lender is open for business in the State of Arkansas.

"Collateral" means the property identified in that certain Pledge and Security Agreement of even date herewith by and between the Borrower and the Lender; and the proceeds and products, whether tangible or intangible, of any of the foregoing.

"Event of Default" means the occurrence of those events as are more fully described in Paragraph 7, hereof.

"Financing Statements" means and includes all Uniform Commercial Code financing statements and continuation statements as Lender shall require to give notice of and perfect or to continue perfection of Lender's security interest in all personal property constituting Collateral or otherwise constituting security for the Obligations.

"Lender Expenses" means all reasonable out-of-pocket costs or expenses of every nature which are incurred by Lender in connection with Lender's administration and servicing, defending or enforcing of the Loan following an Event of Default, including, without limitation, all reasonable out-of-pocket fees and expenses incurred by both Lender and its legal counsel in advising, structuring, drafting, reviewing, administering, amending, terminating,

enforcing (including reasonable out-of-pocket fees and expenses incurred by Lender and its legal counsel in connection with a "workout," a restructuring, or an insolvency proceedings concerning Borrower) as permitted by the Credit Agreement, irrespective of whether suit is brought.

"Obligations" means all advances of principal and all interest, Lender Expenses, fees, costs, charges, and other liabilities of every possible nature, whether now existing or accruing hereafter, and whether vested or contingent in nature, and whether monetary or non-monetary in nature, the payment or performance of which are owed by Borrower to the Lender pursuant to the Credit Agreement, or any other document executed by Borrower in favor of Lender.

2. The Loan and Terms of Payment.

(a) Promissory Note. Concurrently herewith, Borrower shall execute and deliver to Lender the Promissory Note.

(b) Term of Credit Facility. All Obligations outstanding hereunder shall be due and payable as provided in the Promissory Note or as otherwise specifically provided in the documents creating them. The Obligations shall bear interest at the rate and pursuant to the terms and conditions of the Promissory Note or as otherwise specifically provided in the documents creating them.

3. Conditions to Advances; Non-Revolving Nature of Facility.

(a) Conditions to Advances. All principal evidenced by the Promissory Note shall be advanced to Borrower upon receipt of the following items and satisfaction of the following conditions:

- i. The Note;
- ii. The Security Agreement;
- iii. The Unconditional Guaranty;
- iv. The Billing Agreement;
- v. The receipt by Lender of an origination fee equal to 3% of the principal amount advanced pursuant to the Credit Agreement, which amount may be deducted by Lender from the initial advance of principal to Borrower;
- vi. The written approval of Anytime Fitness, LLC ("AFI"), the franchisor of the Borrower's Business; and
- vii. Any and all other documents that Lender may reasonably require.

(b) Non-Revolving Nature of Credit Facility. This credit facility is non-revolving in nature.

4. Security.

As security to collateralize the Borrower's duty to pay and perform all Obligations, Borrower shall and does hereby give and grant to Lender a security interest in all collateral and security which is pledged pursuant to the Credit Agreement, including, without limitation, a first lien security interest in the Collateral. In addition, Borrower hereby specifically subordinates any and all liens, security interests, rights or claims it may have in or to the Collateral to the rights of Lender created herein and in the Credit Agreement.

5. Representations and Warranties.

In addition to those warranties and representations made by Borrower to Lender pursuant to the Credit Agreement, the terms and conditions of which are incorporated herein by this reference, Borrower additionally warrants and represents to Lender the following:

(a) Borrower's execution, delivery and performance of this Agreement and the Credit Agreement (i) will not violate any indenture, agreement or any other instrument to which Borrower is a party or by which Borrower or any of their respective property is bound; and (ii) will not be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of this Agreement. Each of the documents which collectively constitute the Credit Agreement, when executed and delivered to Lender, will constitute the legal, valid and binding obligations of the respective signatories thereto enforceable in accordance with their terms.

(b) All financial data and other information of whatever nature that has been given to Lender or AFI by Borrower (i) is complete and correct in all material respects and does not omit to state any material fact necessary in order to make the statements herein or therein not misleading; and (ii) accurately presents the financial condition of Borrower as of the date on which the same have been furnished. All balance sheets disclose all known liabilities, direct and contingent, as of their respective dates. There has been no material adverse change in the financial condition of Borrower since the date of the most recent of each such financial statement given to Lender other than changes in the ordinary course of business, none of which changes has been adverse.

(c) Borrower is not a party to any agreement or instrument adversely affecting its present or proposed business, properties or assets, operations or condition, financial or otherwise; and, to the best of its knowledge after reasonable investigation, is not in default in performance, observance or fulfillment of any of the obligations, covenants or conditions set forth in any agreement or instrument to which it is a party.

(d) All other reports, papers, data and information given by Borrower to Lender or AFI with respect to Borrower and other persons and entities, are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matters thereof.

(e) Except as hereinafter specified, Borrower has filed all required federal and state income tax returns and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by it or obtained legal extensions therefor. Borrower knows of no basis for an additional assessment in respect of any such taxes.

(f) There is not now pending against or affecting the Collateral or any Borrower, nor is there threatened any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect the financial condition or operation of Borrower.

(g) Borrower is not insolvent; has not made an assignment for the benefit of creditors; has not suspended business or commenced proceedings for dissolution or become insolvent; has not filed or become the subject of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under bankruptcy, insolvency or receivership laws for the relief of debtors; has not had any judgment, writ or warrant of attachment, or similar process, entered or filed against them or any of their property or assets, which renders them insolvent or impairs their ability to continue doing business and which has remained unvacated, unbonded or unstayed for a period of 30 days; has not failed to pay its debts as they became due; has not taken any action, nor have any intentions to take any action, which would constitute an "act of bankruptcy" under the Federal Bankruptcy Code and is not in contemplation thereof.

(h) No principal of Borrower is delinquent more than 60 days under the terms of any (i) administrative order, (ii) court order, or (iii) repayment agreement requiring payment of child support.

(i) Borrower has not been determined by the Secretary of Homeland Security or the Attorney General to have engaged in a pattern or practice of hiring an alien, recruiting an alien, or referring an alien for a fee for employment in the United States, knowing that that person is an unauthorized alien.

(j) Borrower has obtained all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for its operation of the Collateral and the conduct of its Business and all required zoning,

building code, land use, environmental and other similar permits or approvals, all of which are or will be in full force and effect as of the respective dates thereof and not subject to revocation, suspension, forfeiture or modification.

(k) Borrower agrees and acknowledges that it possesses no claims, counterclaims, defenses or offset rights of any nature against Lender or its affiliates, including any that would prohibit the Lender from enforcing its rights and remedies under the Credit Agreement and, to the extent such a claim, right or defense might exist, Borrower hereby releases and waives them in their entirety.

6. Covenants.

So long as any of the Obligations remain unpaid, Borrower shall at all times be in full and timely compliance with all of the following covenants and perform all duties and obligations set forth below in a timely manner:

(a) Borrower shall keep adequate records and books of account reflecting all financial transactions in conformity with appropriate income tax accounting procedures and all applicable requirements of any governmental agency having jurisdiction over Borrower and its Business;

(b) Borrower acknowledges that the placement of any additional liens upon the Collateral may impair the ability of Lender to obtain assurance that its security interest remains in a prior position and that upon Borrower's failure to diligently remove the same within a reasonable period of time (and before action thereon) the Obligations will be repaid in accordance with the Credit Agreement. Accordingly and to facilitate the purposes of this Agreement and to avoid causing damage to Lender, Borrower agrees that it shall not create or suffer to be created any additional lien upon any of the Collateral without Lender's prior written consent.

(c) Upon the request of Lender, the Borrower shall execute or cause the execution, acknowledgment and delivery of such further instruments (including, without limitation, declarations of no set-off) and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the terms of this Agreement or the Credit Agreement.

(d) The Borrower shall not take any action with respect to any of the Collateral which is inconsistent with the provisions and the purpose of this Agreement or which would adversely affect the rights of Lender under the Credit Agreement.

(e) Borrower shall submit to Lender at least monthly, or more frequently if required by Lender following an Event of Default, financial statements and other accountings reflective of the financial condition of Borrower or the condition of the Collateral, all prepared in accordance with generally accepted accounting principles, and Borrower shall also submit all of its annual tax returns and year-end financial statements. Borrower shall provide annual financial statements reasonably acceptable to Lender. With regard to internally generated reports, all shall be certified by the Borrower's Chief Executive Officer and Chief Financial Officer as being true and correct.

(f) Without the prior written consent of Lender which shall not be unreasonably withheld, delayed or conditioned, Borrower shall not: (i) amend their organizational or governing documents; (ii) materially alter their ownership or management structure; (iii) fail to operate the Business substantially in accordance with its past practices; (iv) sell all or substantially all of their assets; (v) merge or consolidate with or into any other entity; (vi) dissolve; (vii) make any distribution or disposition of assets of the Borrower if an Event of Default exists and such distribution or disposition will materially and adversely affect the financial condition of Borrower; or (viii) fail to remain in good standing and authorized to do business in all jurisdictions where such standing or authorization is required with respect to Borrower's Business. In addition, no Borrower shall change its name or principal place of business without ten (10) days prior notice to Lender. Notwithstanding any provision hereof to the contrary, nothing herein shall prohibit or require Lender's consent to: distributions made by any Borrower in the ordinary course after service of monthly payments due under the Note.

(g) Lender's affiliate, ABC, shall be the exclusive vendor of the services provided under the Billing Service Agreement while any Obligation is outstanding and for a period of twelve (12) months thereafter. If Borrower has not previously executed a Billing Service Agreement with ABC it shall do so contemporaneously herewith. This subsection shall specifically survive the repayment of the Obligations.

(h) Borrower shall permit Lender, at all reasonable times (prior to an Event of Default, on not less than five (5) days prior written notice to Borrower), to (i) inspect, audit and copy the books, records and papers relating to Borrower's financial or business condition (which information shall be maintained by Lender in a confidential manner); and (ii) inspect and appraise any of Borrower's assets. The reasonable out-of-pocket costs of all such inspections while an Event of Default exists shall be borne by Borrower; otherwise, they shall be borne by Lender.

(i) Borrower shall permit, and hereby give express written authorization for, all or any government authority to furnish to Lender reports of any examination, or any other records pertaining to Borrower, upon request by Lender.

(j) Borrower shall promptly reimburse Lender for all Lender Expenses.

(k) Borrower shall pay all taxes on, or affecting, it, its Business or the Collateral by at least ten (10) days of its due date each year and provide Lender with written proof of such payment by at least ten (10) days of such due date each year or otherwise timely contest the same and establish reserves therefor. Borrower shall pay (or cause to be paid) all insurance premiums on or before the due date thereof and shall provide Lender written proof of such payment within ten (10) days of payment. Upon the occurrence of an Event of Default, Borrower agree to notify Lender immediately of any changes to the amounts, schedules and instructions for payment of any taxes and insurance premiums of which it has obtained actual knowledge and authorizes Lender or its agent to obtain the bills for taxes directly from the appropriate tax authority.

(l) The Borrower shall not disclose to any third party the terms of this credit facility unless required to do so by applicable law or governing authority, in the event failure to disclose the same will prejudice any claim or action asserted by Borrower or unless such information is not already known by such party and such party is bound to maintain the confidentiality of such disclosure to the same degree as the Borrower.

(m) The Borrower agrees that it shall use the proceeds of the Loan solely for the purpose of renovating or updating its health and fitness club or for such other approved business purpose as described in, or required by, its franchise agreement with Anytime Fitness, LLC.

7. Default.

The occurrence of any one or more of the following events and/or occurrences shall constitute an "Event of Default" hereunder:

(a) The occurrence of a default under the Credit Agreement or the failure to pay or perform any of the Obligations pursuant to the terms by which they were created and defaults or failures are not remedied within applicable grace and cure periods thereunder, and, if none, which are not remedied within ten (10) days of written notice to Borrower of such default (or such longer period of time reasonably required by Borrower if Borrower diligently commences and prosecutes such remedy for a non-monetary default), whether or not such default or failure is with respect to the payment of money or otherwise, including, without limit, any default hereunder; or

(b) Should any warranty or representation contained herein or elsewhere in the Credit Agreement at any time prove to be false or misleading in any material respect.

(c) The occurrence of any material adverse change in the financial conditions or operations of Borrower as evidenced by financial statements received by Lender pursuant to this Agreement or any other objectively verifiable evidence in the possession of Lender, including without limitation material decreases in

collections at Borrower's club locations that or are likely, in the reasonable discretion of Lender, to prevent the Borrower from making monthly debt service payments to Lender.

- (d) The termination of a Billing Agreement by Borrower.

8. Remedies.

(a) Generally. Upon the occurrence of any Event of Default, Lender may exercise any and all rights and/or remedies which may be available to Lender under the Credit Agreement or otherwise available either at law or in equity, including without limitation, immediately exercising a right of set off against all of the Borrower funds in the possession of Lender.

(b) Disposition of Proceeds. Subject to the provisions of all applicable law, and after the occurrence of an Event of Default, the net cash proceeds resulting from the sale or other disposition of all or any part of the Collateral held by Lender shall be applied in the following order: (i) first, to Lender Expenses; (ii) second, to the satisfaction of the Obligations, with application to principal, interest, charges and expenses to be in such order and manner as determined by Lender in its sole discretion; and (iii) third to satisfaction of any remaining obligations of Borrower hereunder. Any surplus after such application shall be delivered to Borrower, and Borrower shall be liable for, and shall pay to Lender on demand, any deficiency remaining after such application.

(c) Remedies Cumulative. The remedies provided for herein are cumulative and shall be in addition to any and all other rights or remedies provided for herein or at law or in equity including any lien and right of offset. The exercise of any right or remedy by Lender hereunder shall not constitute a cure or waiver of any default in connection with the Obligations nor invalidate any notice of default or act done pursuant to any such notice, nor prejudice Lender in the exercise of any of its other rights.

9. Miscellaneous.

(a) Waiver. No waiver by Lender of any default or breach by Borrower hereunder shall be implied from any omission by Lender to take, or any delay in taking, action on account of such default other than the default expressly made the subject of the waiver and any such express waiver shall be operative only for the time and to the extent therein stated. Any waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Lender to or of any act by Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

(b) No Duty of Lender. Nothing in this Agreement shall impose or imply any duty or obligation whatsoever upon Lender, and Lender shall be under no duty to take any action to preserve rights of Borrower with respect to any of the security held by Lender for the Obligations. Borrower waives any and all impairment of recourse and/or impairment of collateral defenses which they may possess against the Lender.

(c) Amendment. The Agreement and the Credit Agreement constitute the entire agreement between the parties and may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against whom enforcement is sought.

(d) Indemnification. To the fullest extent permitted by law, Borrower agrees to indemnify and hold harmless Lender, and Lender's officers, directors, shareholders, agents, attorneys and employees (collectively "Indemnitee"), from and against any and all reasonable out of pocket costs resulting from liability, loss, damage, costs or expense, including court costs and reasonable out-of-pocket attorney's fees, that Indemnitee may hereafter suffer, incur, reasonably pay or in any manner be held liable for to third parties, by reason of any breach, default, misstatement or misrepresentation of any of the statements, warranties or representations of Borrower contained in the Credit Agreement, or by reason of any Event of Default of Borrower, or any of Borrower's employees, officers, affiliates or agents, in the performance of any duties, covenants or obligations arising under this or any other Credit Agreement. In this connection, but without limitation, Borrower agrees to reimburse any Indemnitee promptly upon demand for any

payments made by such person to a third party with respect to any liability, damage, loss or claim to which the foregoing indemnity relates. Notwithstanding the generality of the foregoing provisions, no indemnification or agreement to hold Lender harmless is provided hereunder for any liability, loss, damage, costs or expense resulting from Lender's gross negligence, willful misconduct or illegal actions.

(e) Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person, by facsimile transmission with receipt acknowledged by the recipient thereof or by electronic mail transmission with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses listed on the signature page. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

(f) Attorneys' Fees. Borrower hereby covenants and agrees that it shall reimburse Lender for any and all reasonable out-of-pocket litigation, collection and enforcement fees and costs of whatever nature, including reasonable out-of-pocket attorneys' fees and court costs, which Lender may incur as a result of its enforcement of Borrower's obligations hereunder following an Event of Default, including, without limitation, all "workout" or similar discussions and negotiations and all reasonable out-of-pocket fees and costs incurred in connection with Lender's involvement in any bankruptcies arising therefrom. Borrower shall additionally be responsible for the payment at the initial funding of principal hereunder all reasonable out-of-pocket legal fees incurred by Lender in connection with the documentation and closing of this credit facility.

(g) Binding Effect; Assignment. This Agreement may be assigned by Lender, including, without limitation the assignment or sale of a participation interest in the loan transaction governed by this Agreement. Borrower authorizes Lender to disseminate any information it has pertaining to the loan transaction, including, without limitation, credit information on Borrower, any of its principals, any guarantor, or any other party liable, directly or indirectly for the Obligations, to such assignee or participant or prospective assignee or participant. Borrower shall execute, acknowledge and deliver any and all instruments reasonably requested by Lender in connection with such assignment or participation. Borrower may not assign its interest in, or obligation under, this Agreement except with the written consent of Lender. Subject to the foregoing, all of the terms, covenants, conditions, representations and warranties hereof shall inure to the benefit of, and be binding upon, the successors and assigns of Lender and Borrower. Borrower hereby consents to the collateral assignment of Lender's interests in and to the Credit Agreement to third party creditors of Lender without the need for any further consent of whatever nature by Borrower. Should Lender's assignee assume rights under the Credit Agreement, Borrower covenants and agrees that they will continue to perform the Credit Agreement in accordance with its terms and conditions and shall recognize said assignee as the lawful and enforceable successor in interest to Lender.

(h) [RESERVED].

(i) Preparation of Agreement. The parties hereto acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that both Lender and Borrower have negotiated all the terms contained herein. Accordingly, the parties agree that neither party shall be deemed to have drafted the Agreement and the Agreement shall not be interpreted against either party as the draftsman.

(j) Other Acts and Documents. The parties agree to undertake such other acts and execute such other documents as maybe reasonably necessary to affect the purpose and intent of this Agreement.

(k) Merger. This Agreement, and the other agreements or instruments identified or referenced in the Credit Agreement represent the culmination of all prior negotiations, representations, and agreements between the parties with respect to the transaction contemplated hereby. All such prior negotiations, representations, and agreements are merged herein.

(l) Advice of Counsel. Each party acknowledges to the other that such party has been advised by legal counsel in connection with the negotiation and execution of this Agreement and that each party understands the terms and conditions contained herein and that each has entered into this Agreement voluntarily.

(m) Arkansas Law Applicable. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS (WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF ARKANSAS, EXCEPT TO THE EXTENT THAT REAL AND PERSONAL PROPERTY LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, INCLUDING LAWS RELATING TO PERFECTION AND THE EFFECT OF PERFECTION AND NON-PERFECTION OF LIENS ON REAL AND PERSONAL PROPERTY, OR THE TRANSFER OF, AND EFFECT OF TRANSFER OF, SECURITY TITLE TO REAL PROPERTY LOCATED IN SUCH STATE, SHALL NECESSARILY APPLY TO THE EXERCISE OF ANY REMEDIES RELATING TO THE ENFORCEMENT OF THE SECURITY COVERED BY THIS AGREEMENT AND PROVIDED FURTHER, THE PARTIES EXPRESSLY CHOOSE THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED TO GOVERN THE EFFECTIVENESS OF THE GRANT AND CONVEYANCE OF THE LIEN AGAINST AND SECURITY TITLE TO THE PROPERTY.

(n) JURY WAIVER. BOTH PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THEIR RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENT EXECUTED IN CONNECTION HERewith. BORROWER COVENANT AND AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ALL LITIGATION ARISING IN CONNECTION WITH THE ENFORCEMENT, COLLECTION OR ADMINISTRATION OF THIS AGREEMENT SHALL REST EXCLUSIVELY IN PULASKI COUNTY, ARKANSAS AND BORROWER WAIVE ALL RIGHTS TO ASSERT OTHERWISE.

(o) Construction. Unless the context of any provision of this document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, paragraph, exhibit and similar references are to this Agreement unless otherwise specified. Any reference in this Agreement to the Credit Agreement or any other Agreement to which Lender and Borrower is a party shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions and supplements thereto.

(p) Schedules and Exhibits. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by this reference.

(q) USA Patriot Act Compliance. Borrower warrant and represent that none of the Borrower nor any principal, manager or majority member of the Borrower appear on the list of Specially Designated Nationals and Blocked Persons that is maintained by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") or any similar list maintained by any governmental entity or agency (collectively, the "SDN List"). If Lender knows, has reason to know or suspects or has reason to suspect that Borrower has, is, or will violate the warranty and representation contained in the preceding sentence, Lender shall have the right to terminate this Agreement and to take any and all action or to make any report or notification required by OFAC or any other applicable governmental entity or agency or by the laws relating to the applicable SDN List.

(r) Participation. Lender shall have the exclusive option and privilege of selling the loan in its entirety or participating interests in the loan to such persons or entities and on such terms and conditions as Lender may determine and may disclose any and all information relating to the Loan to such participants or any other purchaser of the loan, provided that such participants or other purchasers are bound by written obligations of confidence substantially similar to those contained herein or are otherwise subject to bank secrecy laws prohibiting the disclosure of Borrower's confidential information.

IN WITNESS WHEREOF, the parties hereto have executed this Secured Loan Agreement on the day and year set forth in the preface.

LENDER:
RV NOW, LLC

By: _____

Title: _____

Address: _____

BORROWER:

By: _____

Title: _____

Address: _____

SECURED PROMISSORY NOTE

\$ _____, 20____

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower") hereby covenants and promises to pay to the order of RV NOW, LLC ("Lender"), or its successors or assigns, at Lender's address at P.O. Box 94950 North Little Rock, Arkansas 72190, or at such other place as the Lender may designate to the Borrower in writing from time to time, in legal tender of the United States, the sum of _____ and ____/100 Dollars along with interest at the Interest Rate as provided herein.

1. **Definitions.** As used throughout this Secured Promissory Note ("Promissory Note"), the following capitalized terms shall have the following meanings:

"Credit Agreement" shall collectively mean this Promissory Note; that certain Secured Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"); that Billing Services Agreement executed by Borrower; that Merchant Services Agreement executed by Borrower, if any; that Pledge and Security Agreement executed by Borrower; that Unconditional Guaranty executed by Guarantor, and all other documents referenced therein or otherwise pertaining to this transaction.

"Event of Default" shall mean the Borrower's failure to pay any required installment payment of principal or interest hereunder within ten (10) days of the due date thereof or any other sums due hereunder which are not paid within ten (10) days after written notice to Borrower; or Borrower's failure to pay or perform any other condition or covenant of any nature as contained in the Credit Agreement after all cure periods provided therein have expired.

"Interest Rate" shall mean _____ PERCENT (____%) per annum.

"Lender Expenses" shall mean all reasonable out-of-pocket costs or expenses of every nature which are incurred by Lender in connection with Lender's administration and servicing, defending or enforcing of the Credit Agreement as expressly permitted thereunder and following an Event of Default thereunder, including, without limitation, all reasonable out-of-pocket fees and expenses incurred by both Lender and its legal counsel in advising, structuring, drafting, reviewing, administering, amending, terminating, enforcing (including fees and expenses incurred by Lender and its legal counsel in connection with a "workout," a restructuring, or an insolvency proceedings concerning Borrower), irrespective of whether suit is brought.

"Maturity Date" shall mean that date which is _____ months from and after the date of this Promissory Note.

"Payment Commencement Date" shall mean _____.

2. **Principal Advances.** All principal evidenced hereby shall be advanced by Lender to Borrower pursuant to the Secured Loan Agreement delivered contemporaneously with Borrower's execution of this Promissory Note.

3. **Required Payments of Principal and Interest.** Borrower shall pay all accrued interest and unpaid principal to Lender immediately upon Lender's demand and otherwise Borrower shall pay interest and principal to Lender as follows:

a. **Initial Interest Payment.** Borrower shall pay to Lender on the Payment Commencement Date an amount equal to that interest, calculated at the Interest Rate based upon the actual number of days elapsed at a daily rate based on a 360-day year, that has accrued against those advances of principal extended by Lender to Borrower hereunder.

b. **Subsequent Monthly Principal and Interest Payments.** In the month immediately following the Payment Commencement Date, Borrower shall pay to Lender on the same day of the month as the Payment Commencement Date, and on the same day of each month thereafter until the Maturity Date, an amount, in equal monthly installments, that will suffice to fully amortize the principal amount advanced with accrued interest, calculated at the Interest Rate and based upon the actual number of days elapsed at a daily rate based on a 360-day year, it being recognized, understood and agreed that said sum shall be applied to Lender Expenses, interest and principal as provided in Section 3(c) below.

c. **Application of Payments Received by Lender.** All payments received by Lender from Borrower hereunder shall be applied first to Lender Expenses, then to interest due hereunder, then to principal due hereunder, or, upon the

occurrence and continuation of an Event of Default, at the option of the holder, to any other indebtedness owed by Borrower to Lender or its successors, assigns or affiliates under the loan evidenced by this Promissory Note.

d. Offset of Payments. Borrower hereby authorizes Lender and Lender's affiliates, including without limit, ABC Financial Services, Inc. ("ABC") to offset any amounts which may be due and payable to Lender from Borrower against amounts which may be due from Lender, ABC or their other affiliates to Borrower. By way of example, ABC will process and collect membership dues and other amounts due from members of the health and fitness clubs owned by the Borrower pursuant to a separate exclusive Billing Services Agreement with Borrower and remit certain funds derived therefrom to Borrower but Lender shall have the right to request that ABC deduct from such remittances amounts which are due to Lender from the Borrower under this Promissory Note, the Credit Agreement or any other document between the Lender and the Borrower and Borrower authorizes ABC to comply with such request.

4. Prepayment. Borrower may prepay all or any portion of this loan prior to maturity without a prepayment penalty, fee or charge.

5. Default and Acceleration. This Promissory Note shall be payable in full and all of the principal, interest and Lender Expenses outstanding shall, at the option of Lender, immediately become accelerated and due and payable in full without further notice, demand or presentment upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, the Borrower shall pay all Lender Expenses.

6. Default Interest. Upon the occurrence of an Event of Default and continuing until Lender acknowledges in writing that said Event of Default has been cured or waived, all principal and interest owing and outstanding under this Promissory Note or otherwise shall immediately begin bearing interest until paid in full at a rate equal to the lesser of (a) 17% or (b) the maximum rate of interest which Lender may by law charge and collect.

7. Late Fees. Borrower shall pay to Lender a late payment fee equal to 10% of any amount not timely paid when due and payable under this Promissory Note; provided that such late payment fee shall not be less than \$50, nor more than \$250, per delinquency should any installment due hereunder not be paid within ten (10) days after the due date, it being understood that such fee shall reimburse Lender for administrative, servicing, collection and other costs incurred as a result of said delinquency unless caused by the Lender's failure to timely apply available revenues of Borrower in its possession (pursuant to Section 3(d) above) to the amounts due under this Promissory Note. Payments received hereunder after Lender's cut-off time, as determined by Lender from time to time (but in no event earlier than 4:00 post meridian Eastern Standard Time), or on weekends or holidays will be credited as of the next business day.

8. Security and Collateral for Repayment. This Promissory Note is secured by the Credit Agreement of even date herewith in favor of Lender, and all other collateral which may be more fully described in those other collateral and security documents executed in connection with this transaction.

9. Usury. Borrower acknowledges that it has agreed to pay interest on the principal balance outstanding hereunder at the Interest Rate. The Lender does not intend to violate any applicable usury laws. Accordingly, all agreements between Borrower and Lender are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the Lender hereunder exceed the maximum rate allowed by applicable law. If, from any circumstances whatsoever, fulfillment and payment of Borrower's obligations, at the time performance of such obligations shall be due, shall cause the effective rate of interest upon the sums evidenced hereby to exceed the maximum rate of interest allowed by applicable law, then, the obligation to be fulfilled shall be reduced automatically to the extent necessary to prevent that effective rate of interest from exceeding the maximum rate allowable under applicable law and to the extent that the Lender shall receive any sum which would constitute excessive interest, such sum shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest; or, if such excessive interest exceeds the unpaid balance of principal, the excess shall be promptly refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and the Lender including, without limitation, the Credit Agreements.

10. Waivers. Except where notice is explicitly required by separate provisions of the Credit Agreement, all parties to this Promissory Note, whether Borrower, principal, surety, guarantor, endorser, or any other party, hereby waive presentment for payment, demand, protest, notice of protest, notice of non-payment, and notice of dishonor, impairment of recourse and impairment of security. The failure of the holder of this Promissory Note to exercise any right hereunder shall not preclude the holder from

exercising any other right which the holder may be entitled to exercise upon the happening of such event and the failure to exercise any right hereunder which the holder may be entitled to exercise shall not constitute a waiver of the right to exercise said right or any other right upon the subsequent occurrence of any such event nor shall any waiver by the Lender of any such right or rights on any one occasion be deemed a bar to or waiver of the same right or rights on any future occasion. All endorsers, guarantors, sureties or other persons who may now or hereafter be liable for the payment of this Promissory Note, by endorsing, guaranteeing or assuming this Promissory Note, consent to all of the terms and conditions herein contained and agree that this Promissory Note may be modified, extended or renewed in whole or in part, without notice, including (a) the impairment, substitution, exchange or release at any time or times of all or any part of any security or collateral security now or hereafter furnished, (b) the release of, or the impairment of the right of recourse against Borrower or any endorser, guarantor, surety or any other person now or hereafter liable hereon, (c) the substitution of, renewal or extension of this Promissory Note, (d) the modification of any terms hereof, or other agreement now or hereafter given in connection with or as security for this Promissory Note, and (e) any change in the rate of interest, if any, hereon or the imposition of any fees whether authorized under this Promissory Note, or any note, mortgage, security agreement, loan agreement, or any other agreement now or hereafter given in connection with or as security for this Promissory Note.

11. No Modifications. This Promissory Note may not be changed, modified or amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. Choice of Laws. This Promissory Note is to be construed and enforced in accordance with the laws of the State of Arkansas and applicable federal law. In the event of any dispute concerning the interpretation, application or enforcement of this Promissory Note, or any other document executed in connection herewith, the sole and exclusive venue for same shall be the Circuit Court in and for the County of Pulaski, State of Arkansas. Borrower hereby consents to the jurisdiction of said Court. The Lender and Borrower understand, acknowledge and agree the Promissory Note is governed by the laws of the State of Arkansas and applicable federal law.

13. Severability. In the event that any one or more of the provisions contained in this Promissory Note or in any other loan document executed in connection herewith shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Promissory Note or any other loan document executed in connection herewith, and in lieu of such invalid, illegal or unenforceable provision there shall be added automatically as part of this Promissory Note a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable thereafter.

14. Binding Effect. This Promissory Note and all covenants, promises and agreements contained herein or associated herewith shall be binding upon and inure to the benefit of the respective legal representatives, personal representatives, devisees, heirs, successors and assigns of the Lender and the Borrower. The term "Lender" shall be deemed to mean the holder of this Promissory Note from time to time.

15. No Joint Venture. Borrower recognizes and agrees that the relationship between Lender and Borrower shall be strictly construed as a relationship between a debtor and a secured party and never as a joint venture or similar relationship between Lender and Borrower. Except with respect to its specific contractual obligations Lender shall not be obligated to perform or discharge any obligation or duty of Borrower with respect to (a) the operation of the Collateral or (b) the performance of any obligations under any Membership Contracts affecting the Collateral. Borrower covenants and agrees to hold harmless, defend and indemnify the Lender from and against any liability arising with respect to (a) Borrower's operation of the Clubs or (b) Borrower's performance of any of its covenants or obligations under any of the membership contracts affecting the Collateral

16. JURY WAIVER. BORROWER HEREBY WAIVES BORROWER'S RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HEREWITH. BORROWER COVENANTS AND AGREES THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ALL LITIGATION ARISING IN CONNECTION WITH THE ENFORCEMENT, COLLECTION OR ADMINISTRATION OF THIS PROMISSORY NOTE SHALL REST EXCLUSIVELY IN PULASKI COUNTY, ARKANSAS, AND BORROWER WAIVES ALL RIGHTS TO ASSERT OTHERWISE.

IN WITNESS WHEREOF, this Secured Promissory Note has been executed as of the date set forth in the preface.

BORROWER:

By: _____

Title: _____

Address: _____

UNCONDITIONAL GUARANTY

THIS UNCONDITIONAL GUARANTY is executed by the undersigned guarantor(s) (individually and collectively, the "Guarantor") as of the ____ day of _____, 20__.

Guarantor hereby requests and authorizes RV NOW, LLC ("Lender") to extend credit to _____ (the "Borrower"), pursuant to the terms and conditions of, among other documents:

- (a) that Secured Promissory Note of even date herewith executed by Borrower;
- (b) that Secured Loan Agreement of even date herewith executed by Borrower (the "Loan Agreement");
- (c) that Pledge and Security Agreement of even date herewith executed by Borrower; and
- (d) that Billing Services Agreement executed by Borrower and Lender's affiliate, ABC Financial Services, Inc. ("ABC");

all of the above-referenced documents, along with all other documents executed by the Borrower or the Guarantor to and in favor of Lender or ABC in connection with the loan described in the Loan Agreement, being collectively referred to herein as the "Credit Agreement." Capitalized terms used in this Guaranty and not otherwise specifically defined shall have the same meaning ascribed to them as in the Loan Agreement.

It is recognized and agreed that Guarantor will receive substantial financial consideration, benefit and gain as a result of Lender's extension of credit to the Borrower and Guarantor's execution of this document.

In consideration of the granting of said financial and credit accommodations by Lender to the Borrower as provided in the Loan Agreement, and for other good and valuable consideration, and recognizing that Lender would not otherwise advance a loan to the Borrower absent the execution of this Unconditional Guaranty by Guarantor, Guarantor hereby covenants and agrees with Lender as follows:

1. Performance. Guarantor jointly and severally guarantees the prompt payment and performance, on demand, of:
 - (a) All of the Obligations, financial and otherwise, as are set forth and specified in the Credit Agreement and in all other documents executed by Borrower in favor of Lender or ABC;
 - (b) All of the Borrower's present and future obligations and indebtedness incurred or created under the Loan Agreement.

Time is of the essence in connection with the performance of Guarantor's obligations hereunder. Payment shall be made in any certified and readily-available funds that, at the time of payment, are legal tender in the United States of America for public and private debts. Guarantor's obligations hereunder are unconditional and irrevocable.

2. Change of Terms. In such manner, upon such terms, and at such times as Lender deems best, and without notice to the undersigned, by agreement between them, Lender and the Borrower may alter, compromise, accelerate, extend, or change the time or manner for the payment of the indebtedness hereunder or the performance of any other obligation hereby guaranteed; release the Borrower, by acceptance of a deed in lieu of foreclosure or otherwise, as to all or any portion of the indebtedness; release, substitute, or add any one or more guarantors or endorser; accept additional or substituted security therefor; or exchange, release, surrender, realize upon, or subordinate any security therefor or deal with it in any manner that Lender may reasonably determine. No exercise or non-exercise by Lender of any right hereby given Lender, no dealing by Lender with Borrower, or guarantor, endorser, or any other person, and no change, impairment, or suspension of any right or remedy of Lender shall in any way affect any of the obligations of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any recourse against Lender.

3. Continuing Guaranty. This is a continuing guaranty relating to any and all indebtedness extended by Lender to the Borrower or any of their affiliates, including that indebtedness arising under successive and future transactions by and between Lender and the Borrower pursuant to the Loan Agreement, which shall either increase or continue the obligations and indebtedness owed by the Borrower to Lender or, from time to time, renew said obligations and indebtedness after said obligations and indebtedness have otherwise been satisfied. This continuing guaranty shall also ensure the payment and performance by Borrower of all renewals, modifications and/or extensions of the Obligations.

4. All Liability Included. The guaranteed debt includes, without limit, all liability of the Borrower to the Lender, whether now or hereafter incurred. Termination of this Guaranty shall be effective only as to that portion of the debt incurred after written notice of termination has been received by an officer of Lender, and this Guaranty shall remain in full force and effect as to all debt incurred before that time including loan commitments. Regardless of when a renewal, extension, or pre-termination of the debt guaranteed hereby occurs (with or without adjustment of interest rate or other terms), the debt is deemed to have been incurred prior to termination to the extent of the renewal or extension and to be fully covered by this Guaranty.

5. Security Interest. In addition to all liens and rights of setoff given to Lender by law against any property of Guarantor, Lender shall have a general lien on and security interest in and a right of setoff against all personal property of Guarantor, including, without limit, accounts receivable, money and the proceeds thereof, now or hereafter in the physical possession of or on deposit with Lender, whether held in a general or special account, on deposit or for safekeeping or otherwise. Each such lien, security interest, and right of setoff may be enforced or exercised without demand upon or notice to Guarantor (unless such notice or demand is required by statute), shall continue in full force unless specifically waived or released by Lender in writing and shall not be deemed waived by any conduct of Lender, by any failure of Lender to exercise any such right of setoff or to enforce any such lien or security interest or by any neglect or delay in so doing.

6. Waiver. Guarantor hereby waives and agrees not to assert or take advantage of:

- (a) Any right to require Lender to proceed against the Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power before proceeding against Guarantor;
- (b) The defense of the statute of limitations in any action hereunder or in any action for the collection of the Credit Agreement or the performance of any other obligation hereby guaranteed;
- (c) Any defense that may arise by reason of the incapacity, illegality, lack of authority, death or disability of any other person or persons or the failure of Lender to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;
- (d) Demand, protest, and notice of any kind including, without limiting the generality of the foregoing, notice of the existence, creation, or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Borrower, Lender, and endorser or creditor of the Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by Lender as collateral or in connection with the Credit Agreement or any other obligation hereby guaranteed;
- (e) Any defense based upon an election of remedies by Lender, including without limitation an election to proceed by non-judicial rather than judicial foreclosure, which destroys or otherwise impairs the subrogation rights of Guarantor; and
- (f) Any duty on the part of Lender to disclose to Guarantor any facts Lender may now or hereafter know about the Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible and has the means available for being and keeping informed of the financial condition of the Borrower and of all circumstances bearing on the risk of non-payment of the Credit Agreement or nonperformance of any other obligation hereby guaranteed.

The foregoing is not to be construed as a waiver of any notice requirement explicitly set forth in the Credit Agreement or related documents.

7. Guarantor Information. Guarantor warrants to Lender that it has adequate means to obtain from the Borrower, on a continuing basis, information concerning the financial condition of the Borrower and that it is not relying on Lender to provide such information either now or in the future. Guarantor shall supply to Lender its financial statements on each anniversary date of this Credit Agreement and otherwise as provided in the Loan Agreement. Guarantor covenants and agrees that it will always be fully

informed regarding the status of the Credit Agreement, all advances of principal under the Credit Agreement, the in-balance or out-of-balance nature of the Credit Agreement, and all other financial and other aspects of every nature pertaining to the Credit Agreement. Lender will possess no obligation of any nature to provide Guarantor with any information regarding the status of the Credit Agreement.

8. Subrogation. To the extent Lender has not been paid in full with respect to any Obligations, Guarantor shall have no right of subrogation and waives any right to enforce any remedy that Lender now has or may hereafter have against the Borrower and any benefit of, and any right to participate in, any security now or hereafter held by Lender. Guarantor shall not be a creditor with respect to this Guaranty in any bankruptcy proceeding by or against the Borrower. Guarantor shall have neither a contingent nor a non-contingent claim against the Borrower under this Guaranty.

9. Subordination. Except as otherwise provided in this Paragraph, all existing and future indebtedness of the Borrower to Guarantor or to any person owned in whole or in part by Guarantor, is hereby subordinated to the Obligations under the Credit Agreement and, following an Event of Default without the prior written consent of Lender, such subordinated indebtedness shall not be paid or withdrawn in whole or in part nor will Guarantor cause or permit any person owned in whole or in part by Guarantor to accept any payment of or on account of any such indebtedness or as a withdrawal of capital while this Guaranty is in effect.

10. Bankruptcy. Except as provided in Paragraph 8 above, Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required by law, all claims which Guarantor may have against the Borrower relating to any indebtedness of the Borrower to Guarantor and will assign to Lender all rights of Guarantor thereunder. If Guarantor does not file any such claim, Lender, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in Lender's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Lender the full amount hereof and, to the full extent necessary for that purpose; Guarantor hereby assigns to Lender all of Guarantor's rights to any such payment or distributions to which Guarantor would otherwise be entitled.

11. Application of Payment. With or without notice to Guarantor, Lender, in Lender's sole reasonable discretion and at any time and from time to time after an Event of Default and in such manner and upon such terms as Lender deems fit, may apply any or all payments or recoveries from the Borrower or from any other guarantor or endorser under any other instrument or realized from any security, in such manner and order of priority as Lender may reasonably determine.

12. Cumulative Rights. The amount of Guarantor's liability and all rights, powers and remedies of Lender hereunder and under any other agreement now or at any time hereafter in force between Lender and Guarantor related to the Loan, including any other guarantee executed by Guarantor relating to any indebtedness of the Borrower to Lender, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Lender by law.

13. Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of the Borrower and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Borrower is joined therein or a separate action or actions are brought against the Guarantor. In this regard, Guarantor waives any right to require Lender to (a) proceed against the Borrower, (b) proceed against or exhaust any security held by Lender for payment of the note executed by the Borrower pursuant to the Credit Agreement, or (c) pursue any other remedy that Lender has or to which it may be entitled. Without limiting the foregoing, Guarantor waives any necessity or requirement, substantive or procedural, that an action previously be commenced or a judgment previously be rendered against the Borrower or any other person or entity be joined in such cause or that a separate action be brought against the Borrower or any other person or entity. Lender may maintain successive actions for any other Event of Default. Lender's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all sums owing to Lender in connection with the Credit Agreement have been paid in full and all other obligations hereby guaranteed have been fully performed.

14. Costs and Fees. Guarantor shall pay to Lender, promptly upon demand, reasonable out-of-pocket attorneys' fees and all reasonable out-of-pocket costs and other expenses that Lender expends or incurs following an Event of Default in collecting or compromising the indebtedness under the Credit Agreement or any other obligation hereby guaranteed or in enforcing this Guaranty against Guarantor whether or not suit is filed, expressly including without limitation all reasonable out-of-pocket costs, attorneys' fees and expenses incurred by Lender in connection with any insolvency, bankruptcy, reorganization, arrangement or similar proceedings involving Guarantor that in any way affect the exercise by Lender of its rights and remedies hereunder.

15. Severability. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

16. Binding Effect. This Guaranty shall inure to the benefit of Lender, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the heirs, executors, administrators, successors and assigns of Guarantor. This Guaranty may be assigned by Lender with respect to all or any portion of the Credit Agreement, and when so assigned Guarantor shall be liable under this Guaranty to the assignee(s) of the portion(s) of the Credit Agreement so assigned without in any manner affecting the liability of Guarantor hereunder to Lender with respect to any portion of the Credit Agreement retained by Lender.

17. Expiration. Upon the payment in full to Lender of all Obligations owing to Lender and any subsequent loans, this Guaranty shall be of no further force or effect.

18. Reasonableness. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty are made with Guarantor's full knowledge of their significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. No provisions of this Guaranty or right of Lender hereunder can be waived nor can Guarantor be released from their obligations hereunder except by a writing duly executed by an authorized officer of Lender.

19. Terminology. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

20. Exclusive Statement. This writing is intended by the parties as a final expression of this Unconditional Guaranty and is also intended as a complete and exclusive statement of the terms hereof. No course of dealing, course of performance or trade usage, and no parol evidence of any nature shall be used to supplement or modify any terms. Nor are there any conditions to the full effectiveness of this agreement.

21. Joint and Several Liability. If two or more persons are signing this Guaranty as Guarantor, then all such persons shall be jointly and severally liable for the obligations of Guarantor hereunder.

22. Waiver of Change. Guarantor hereby expressly waives (a) any renewals or extensions of time for payment of the guaranteed debt (b) any changes in the terms of the guaranteed debt including increase or decrease in installment payments or any interest rate adjustments, or (c) any other change in the guaranteed debt including a change in the business structure of the Borrower.

23. Dealing with Security Interest. The undersigned Guarantor hereby expressly waives (a) surrender, release, exchange, substitution, dealing with or taking any additional collateral, (b) abstaining from taking advantage of or realizing upon any security interest, or other guarantee, (c) any impairment of collateral by Lender including but not limited to, failure to perfect a security interest in the collateral, and (d) any impairment by Lender of Guarantor's rights of recourse against other parties.

24. Unconditional Liability. Guarantor has signed this Unconditional Guaranty and has unconditionally delivered it to Lender, and failure to sign this or any other guaranty by any other person shall not discharge the liability of any signer. The unconditional liability of the signers applies whether signer is jointly and severally liable for the entire amount of the debt, or for only a pro rata portion.

25. Errors and Omissions. Guarantor hereby waives all errors and omissions in connection with Lender's administration of the guaranteed debt, except errors or omissions resulting from Lender's gross negligence, bad faith, willful misconduct or illegal actions.

26. Acts and Omissions. Without in any way limiting the foregoing, Guarantor hereby waives any other act or omission of Lender (except acts or omissions due to the gross negligence of Lender or, bad faith or willful misconduct) which changes the scope of the Guarantor's risk.

27. Remedies. As a condition of the payment or performance by Guarantor, Lender is not required to enforce any remedies against the Borrower or any other party liable to Lender on account of the guaranteed debt. Nor is Lender required to seek to

enforce or resort to any remedies with respect to any security interest, lien or encumbrance to Lender by the Borrower or any other party.

28. Enforceability. This Unconditional Guaranty remains fully enforceable irrespective of any defenses which the Borrower may assert on the underlying debt, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction, and usury.

29. Liability for Full Amount. Guarantor agrees that, if at any time all or any part of any payment previously applied by Lender to any of the guaranteed debt must be returned by Lender for any reason, whether by court order, or settlement, the Guarantor remains liable for the full amount returned as if such amount had never been received by Lender notwithstanding any termination of the guaranty agreement or cancellation of any note or other agreement evidencing the obligation of the Borrower.

30. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Arkansas. Except as provided in any other written agreement now or at any time hereafter in force between Lender and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with Lender with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Lender unless expressed herein. Guarantor hereby irrevocably consents to the exclusive jurisdiction of the court of the State of Arkansas with respect to any action or proceedings arising between the parties and expressly covenant and agree that the exclusive jurisdiction for all disputes and enforcement actions arising hereunder shall occur in Pulaski County, Arkansas.

31. JURY WAIVER. GUARANTOR HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HERewith.

32. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person, by facsimile transmission with receipt acknowledged by the recipient thereof or by electronic mail transmission with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses below their signatures. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

For purposes of this Subsection, "Business Day" shall mean a day on which commercial banks are authorized to conduct business or Lender is open for business in the State of Arkansas.

34. Guarantor Changes. If Guarantor is an entity, then without the prior written consent of Lender, which shall not be unreasonably withheld, delayed or conditioned, Guarantor shall not take any of the following actions: (i) amend its organizational or governing documents; (ii) alter its ownership or management structure; (iii) fail to operate its business substantially in accordance with its past practices; (iv) sell all or substantially all of its assets; (v) merge or consolidate with or into any other entity; (vi) dissolve; (vii) subject to the Loan Agreement, make any distributions or dispositions of assets as dividends or other distributions if an Event of Default then exists and such action would have a material adverse affect on Lender's ability to realize on the value of such Guarantor's guaranty contained herein; or (viii) fail to remain in good standing and authorized to do business in all jurisdictions where such standing or authorization is required with respect to such Guarantor. In addition, Guarantor shall not change its name or principal place of business without ten (10) days prior notice to Lender. Notwithstanding any provision hereof to the contrary, nothing herein shall prohibit or require Lender's consent to: (i) distributions made by Guarantor in accordance with the Loan Agreement and in the ordinary course after service of monthly payments due under any Note to which it is a party; or (ii) any transfer of ownership interests in Guarantor between the current members thereof or transfers of non-controlling interests in Guarantor (and amendments to its organizational or governing documents consistent therewith).

THIS UNCONDITIONAL GUARANTY is executed on the date set forth in the preface.

GUARANTOR:

By: _____

Title: _____

Address _____

EXHIBIT I-4

MITSUBISHI FINANCING DOCUMENTS



Mitsubishi HC Capital America
7201 Metro Boulevard, Suite 800
Edina, MN 55439
Phone: 877-996-0270

MASTER AGREEMENT NO.

USER INFORMATION			
User Legal Name	Address		
City	State	Zip	Phone

AGREEMENT: This is a Master Agreement dated as of between User and Mitsubishi HC Capital America ("Provider"), the terms of which shall be incorporated into each Schedule now or hereafter executed pursuant to the terms hereof. Each such Schedule shall constitute a separate and enforceable agreement. In the event of a conflict between the terms of the Agreement and any Schedule, the terms of the Schedule shall prevail. User agrees to utilize all of the equipment, software and services described on any Schedule or similar document (the "Equipment") according to the terms and conditions of this Master Agreement (these documents are collectively the "Agreement").

TERM: The Agreement term will commence on the first day of the month following Provider's receipt of written and/or verbal acceptance for all the Equipment (the "Commencement Date") and will continue for the number of months specified on any Schedule (the "Initial Term") and for any successive Renewal Periods. For each item of Equipment, there shall also be an interim term ("Interim Term") beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance and continuing through the Commencement Date. The Interim Term and the Initial Term are collectively referred to as the "Term".

PAYMENTS: User agrees to make payments in accordance with the Term and payment schedule outlined on any Schedule ("Rent"). There shall also be an interim payment ("Interim Rent") computed for the Interim Term. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Monthly Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis. Interim Rent will be due upon receipt of an invoice from Provider. Monthly Rent will be due on the first day of the month (or such other time period specified in any Schedule). In addition, if required by Provider, User agrees to pay a documentation fee, any applicable freight charges, a security deposit and any other fees assessed by Provider. **USER'S OBLIGATION TO PAY RENT AND ALL OTHER OBLIGATIONS HEREIN ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.**

DELIVERY, INSTALLATION AND ACCEPTANCE: User is solely responsible for arranging the delivery and installation of the Equipment. Upon receipt, User agrees to inspect the Equipment to determine whether it is in good working order. After inspection, User agrees to sign and send Provider a Certificate of Acceptance. In any event, this Agreement will commence no later than 7 days after receipt of the Equipment.

EQUIPMENT LOCATION, USE AND REPAIR: User will maintain and use the Equipment only at the location shown on any Schedule. User agrees that the Equipment cannot be moved from that location without Provider's advance written approval. Notwithstanding the prohibition from removing the Equipment from that location, in the event that User contemplates any exporting of the Equipment (including any technology supplied as part of the Equipment), User shall follow all procedures as required by the U.S. Export Administration Regulations and any related export controls, laws and regulations promulgated and administered by the government of any country having jurisdiction over the parties hereto or the transactions contemplated herein. User is solely responsible for maintaining the Equipment in good repair and condition, and in proper working order. User is responsible for protecting the Equipment from damage of any kind whatsoever and will continue to make payments if any damage occurs, even if the Equipment is completely destroyed. User will not modify or alter the Equipment, attach anything to the Equipment or attach the Equipment to assets not owned by Provider, without Provider's prior written consent. Any such pre-approved modifications or alterations shall be made at User's sole expense. Any such modification or alteration shall not interfere with the normal operation of the Equipment. All such alterations and attachments shall become part of the Equipment and shall be owned by Provider. User acknowledges, warrants and agrees that Provider or its agents shall have the right to inspect the Equipment from time to time during reasonable business hours at its then current location.

INDEMNIFICATION: Provider is not responsible for any losses or damages caused by the installation or use of the Equipment, or from any other kind of loss while User is in possession of the Equipment. User agrees to indemnify and hold Provider harmless from any and all losses, claims, liabilities, demands and expenses whatsoever that may arise from User's use of the Equipment or from defects in the Equipment.

END OF TERM AND RENEWAL: Provider must receive notice from User in writing, certified mail, return receipt requested, at least 120 days prior to the expiration of the Initial Term or any Renewal Period of a Schedule, of User's intention to return the

Equipment to Provider or to exercise the purchase option indicated on the Schedule. User's obligation to pay Rent will continue until the Equipment is returned to Provider's designated return location. User is responsible for all expenses incurred in returning the Equipment to Provider and agrees to pay Provider a Restocking Fee in an amount equal to one additional Rent payment. Unless notice is received by Provider, this Agreement will automatically renew for an additional term of 12 months (a "Renewal Period") under the same terms and conditions on each Schedule. Such notice may only be given if User is not currently in Default. Upon the termination of this Agreement, User warrants that the Equipment shall be eligible for the manufacturer's standard maintenance agreement upon delivery to the Provider.

LATE FEES AND COLLECTION CHARGES: If any Rent payment or other amount payable to Provider is not paid within 10 days of its due date, User shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to the greater of \$25.00 or 5% of the amount then due for each 30 days or portion thereof that said overdue payments are not made (but in no event to exceed the highest late charge permitted by applicable law). User also agrees to pay any fees assessed for each check or ACH returned unpaid.

NO WARRANTY: User acknowledges that Provider does not manufacture the Equipment and that User has selected the Equipment and the vendor based on User's own judgment. **PROVIDER IS RENTING THE EQUIPMENT TO USER "AS IS." PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE EQUIPMENT. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO USER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT. IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, USER WILL NOT MAKE ANY CLAIM AGAINST PROVIDER FOR DAMAGES.** User agrees to continue making payments to Provider under this Agreement, regardless of any claims User may have against the manufacturer or vendor. Provider transfers to User for the term of this Agreement any warranties made by the manufacturer or the vendor. No representation or warranty by the manufacturer or vendor is binding on Provider nor shall breach of such warranty relieve User of User's obligation to Provider as provided herein.

SOFTWARE: User agrees that any software included in the Equipment is subject to the following: (1) Provider disclaims all warranties and obligations in regard to the software other than Provider's obligation to pay the invoiced price of the software to the software vendor; (2) Provider will not be liable to User for (a) the inadequacy of the software for any purpose; (b) any deficiency or defect in the software; (c) the performance of the software; or (d) any interruption or loss of service, use or performance of the software; (3) User agrees to deal directly with the software vendor for any problems, deficiencies or inadequacies relating to the Software; (4) User shall remain responsible for all software maintenance and enhancement costs; (5) User acknowledges and agrees that any Default under this Agreement shall constitute a breach of the software license agreement and upon the occurrence of any Default, Provider may require the vendor, and vendor shall be authorized, to immediately terminate the software license agreement; (6) if Provider repossesses the Equipment under the terms of this Agreement, User agrees immediately to assign to Provider all of User's rights in the software and to take all such acts as are necessary to cause such an assignment.

INSURANCE: During the term of this Agreement, User will procure and maintain at User's expense, property insurance, naming Provider or its assigns as the sole loss payee, for the full replacement value of the Equipment, and general liability insurance, naming Provider or its assigns as additional insureds, in an amount acceptable to Provider, but in no event shall it be less than \$1,000,000, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Equipment. User will furnish Provider with evidence of such insurance when requested. If User does not furnish Provider such evidence, Provider may at its option purchase such insurance for the Equipment and add the cost of such insurance to the amounts due from User under this Agreement. If Provider purchases such insurance on User's behalf, it shall not relieve User of any of its obligations under this Agreement or release User from any

claims Provider may have against User. All such insurance shall provide for thirty (30) days' prior written notice to Provider of cancellation, restriction, or reduction of coverage. User hereby irrevocably appoints Provider as User's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage under any insurance policy insuring the Equipment.

OWNERSHIP, TAXES AND UCCs: Provider is the owner of the Equipment and holds title to the Equipment. User must keep the Equipment free and clear from any lien, levy, attachment or encumbrance, and User understands that the Equipment is not User's to pledge or grant security interests in, with the exception of the security interest granted Provider herein. In addition to the payment set forth on any Schedule, User shall be responsible for the timely payment, reporting and/or discharge of all license or registration fees, assessments, sales and use taxes, rental taxes, gross receipts taxes, personal property taxes and other taxes now or hereafter imposed by any federal, state or local government upon the Equipment, the Rent or the ownership, leasing, renting, purchase, possession or use of the Equipment (whether the same be assessed on Provider or User). User shall indemnify Provider to the extent of any such unpaid taxes or fees (including penalties and interest) and Provider's costs associated therewith. User further grants to Provider a security interest in the Equipment and authorizes Provider to record UCC financing statements to indicate its interest in the Equipment.

DEFAULT: Each of the following is a "Default" under this Agreement: (a) User does not pay its monthly Rent payment or any other amount payable to Provider within 10 days of its due date; (b) User fails to perform any of User's non-monetary obligations under this Agreement and such failure is not cured within 10 days after Provider's notice of that failure to User; (c) any representation or warranty User makes to Provider in, or in connection with, this Agreement shall prove to have been false in any material respect; (d) any execution or writ of process is issued in any action to seize or detain the Equipment; (e) User defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or User defaults under any other agreement now existing or hereafter made with Provider; (f) User's financial condition changes, or the financial condition of any guarantor of the Agreement changes, to the point where it reasonably causes Provider to be insecure about User's ability to perform User's obligations under this Agreement or any other agreement with Provider; or (g) any guarantor of the Agreement dies, or User or any such guarantor: becomes insolvent or unable to pay debts when they become due; files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation; stops doing business as a going concern; merges, has a change of control through a sale or transfer of all or substantially all of its equity; transfers or sells all or substantially all of its assets; makes an assignment for the benefit of creditors; or has a trustee or receiver appointed for it.

PROVIDER'S REMEDIES: If a Default occurs, Provider may, but shall not be obligated to, do one or any combination of all of the following: (1) require User to immediately pay all sums already due under this Agreement plus any and all other sums becoming due (including an acceleration of remaining Rent payments), plus the value of the Equipment, if any, as determined by Provider in Provider's sole discretion; (2) cancel all of User's rights, but not User's obligations, under this Agreement; (3) require User to promptly return all of the Equipment; and/or (4) repossess, re-lease and/or dispose of the Equipment. In addition, Provider is permitted to use any and all remedies available to Provider under the Uniform Commercial Code or any other applicable law. Provider may accept past due payments without modifying the terms of this Agreement and without waiving any of Provider's rights under this Agreement. **USER AGREES TO PAY ALL OF PROVIDER'S COSTS OF ENFORCING PROVIDER'S RIGHTS AGAINST USER, INCLUDING ATTORNEYS' FEES.** If it is necessary for Provider to take possession of the Equipment, User agrees to pay the cost of repossession, re-leasing and/or disposing of the Equipment. Additionally, if there is a Default, Provider may retain any security deposits to insure User's performance under this Agreement.

ASSIGNMENT: USER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF PROVIDER. Provider may sell, assign or transfer this Agreement or its rights in the Equipment without notice to User. If Provider sells, assigns

or transfers this Agreement, the new owner will have the same rights or benefits Provider has now. User agrees that the rights of the new owner will not be subject to any claim, defense or setoff that User may have against Provider. In connection therewith, User agrees to acknowledge in writing any such assignment upon receipt of written notice thereof.

ARTICLE 2A RIGHTS AND REMEDIES: User agrees that this Agreement is a "finance lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). User acknowledges that either (i) User has reviewed and approved any written contract covering the Equipment, or (ii) Provider has advised User of the identity of the vendor, that User may have rights under the supply contract, and that User may contact the vendor for a description of any rights User may have. **USER HEREBY AGREES TO WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED TO USER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UCC.**

CHOICE OF LAW: THIS AGREEMENT WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF MINNESOTA. USER CONSENTS TO EXCLUSIVE JURISDICTION IN THE STATE OR FEDERAL COURTS OF MINNESOTA. USER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

FURTHER ASSURANCES: User shall, at User's expense, from time to time execute and deliver such further documents and assurances and take such further actions as Provider may reasonably request (a) in order to carry out the intent and purposes of this Agreement and each Schedule or (b) to establish and protect Provider's title to the Equipment or the rights and remedies granted or intended to be granted in favor of Provider under the terms of this Agreement or any Schedule.

SUCCESSORS; SURVIVAL: Each Schedule and this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto. User's representations, warranties, indemnities and reimbursement obligations shall survive the termination, cancellation or expiration of each Schedule and this Agreement.

MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection with negotiation of the same. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by a written instrument.

In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

From time to time additional parties may become obligated under this Agreement as a User by signing a Joinder Agreement or similar document referring to this Agreement. The addition of any party pursuant to a Joinder Agreement shall not release or limit the obligations of any party to this Agreement.

Upon request, User agrees to provide Provider, and any assignee or potential assignee of Provider, with such documentation as Provider may request to evidence User's compliance with its obligations hereunder, including evidence of payment of all applicable taxes, and User's most recent annual financial statement (audited, if available) and its most current interim financial statements.

User agrees that any delay or failure to enforce Provider's rights under this Agreement does not prevent Provider from enforcing any such rights at a later time.

FAXED AND COPIED DOCUMENTS: A facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement between the parties.

THIS AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELLABLE. USER REPRESENTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON ITS BEHALF HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY USER IN REGARDS TO THIS AGREEMENT.

USER/PROVIDER SIGNATURE			
User Legal Name		Provider Name	
By		Mitsubishi HC Capital America	
Print Name		By	
Title		Print Name	
Date		Title	
		Date	

© Mitsubishi HC Capital America



7201 Metro Boulevard, Suite 800, Edina, MN 55439
Phone: 877-996-0270

MASTER INSTALLMENT PAYMENT AGREEMENT NO.

Customer – Use EXACT registered name if a Corp, LLC or LP	Customer's Chief Executive Office – Street		City
Customer's "d/b/a" (doing-business-as name), if any:	State	Zip Code	Customer's Telephone
Supplier Name & Address: As identified on each Schedule			

Recitals: The Supplier has agreed to supply, from time to time, equipment (the "**Equipment**") to Customer as described in each separate Schedule to this Master Installment Payment Agreement (the "**Agreement**"). The Supplier has also offered to provide to the Customer, through Mitsubishi HC Capital America, ("**MHCCA**") financing over a certain period (as set forth in each Schedule) under an arrangement between Supplier and MHCCA. Customer has chosen to accept such financing in lieu of paying cash presently. Customer and MHCCA now desire to set forth their agreements relating to the above-described equipment financing arrangement in this Agreement. Now, therefore, in consideration of the mutual promises and undertakings of MHCCA and Customer as set forth below, and for other good and valuable consideration, Customer and MHCCA hereby agree as follows:

Agreement: Customer hereby requests MHCCA to pay to the Supplier, and, in consideration of Customer's unconditional agreement to the terms and conditions set forth herein, MHCCA hereby agrees to do so promptly following Customer's execution and delivery to MHCCA of this Agreement and the related Schedule for each acquisition of Equipment and the satisfaction of other conditions precedent, if any, established by MHCCA. Subject only to MHCCA's payment to the Supplier, Customer hereby agrees to pay to the order of MHCCA at its office in Edina, MN, or at such other place as may be designated by MHCCA from time to time, the periodic payment (the "**Periodic Payment**") set forth in each in each Schedule hereto. In addition, Customer shall pay to MHCCA, as invoiced by MHCCA, a one-time fee, as set forth below, for the MHCCA origination, credit review, processing and documentation of this Agreement (the "**Processing Fee**"). The term of each Schedule will commence on the first day of the month following MHCCA's receipt from the Customer of written and/or verbal acceptance for all the Equipment itemized on the related Schedule unless otherwise specified on the Schedule (the "**Commencement Date**") and will continue for the number of months specified in the Schedule (the "**Initial Term**" of such Schedule). There shall also be an interim term beginning on the earlier of (1) the date any advance monies are released by MHCCA to Supplier with regard to any Schedule or (2) on the date of Customer's written and/or verbal acceptance and continuing up to the first payment due date set forth therein. The interim payment for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by one percent (1%), per month, prorated on a daily basis for periods less than one full month. In the event of any conflict between the terms of this Agreement and any Schedule hereto, the terms of such Schedule shall be controlling.

To secure Customer's payment and performance of Customer's obligations hereunder and for each Schedule, **Customer hereby grants to MHCCA a continuing lien and security interest in the Equipment identified in each Schedule (and all replacements, substitutions, addition, improvements, accessions, or accumulations or proceeds arising therefrom as a matter of law).** Customer hereby authorizes MHCCA to file any and all financing statements and take all other steps necessary to perfect the grant of such security interest and to maintain perfection thereof under the Uniform Commercial Code and other applicable laws. Customer agrees that the security interest granted by Customer to **MHCCA** shall remain in effect irrespective of any retaking or redelivery of the Equipment or any portion thereof and irrespective of the payment of any of the amounts owed hereunder, so long as there are any obligations of any kind owed by Customer to **MHCCA**, including obligations under guarantees or assignments. Each item of Equipment set forth above and in any Exhibit A secures the specific amount which Customer promises to pay pursuant to this Agreement.

In the event Customer pays any Periodic Payment in whole or in part prior to the due date thereof, Customer agrees that the entire amount paid will be applied by MHCCA to the next-due Periodic Payment(s). Customer may prepay any or all amounts owned to MHCCA under this Agreement at any time and from time to time, provided, however, that Customer agrees to pay a prepayment penalty in the amount of four percent (4%) of the principal balance for the first year, three percent (3%) for the second year, two percent (2%) for the third year and one percent (1%) thereafter (the "Prepayment Penalty"). The Prepayment Penalty will be paid in addition to the Balance Remaining under the Agreement. For purposes of this

Agreement, the term "**Balance Remaining**" means, at any given time, an amount equal to the sum of the principal balance outstanding plus any fees and taxes then due under this Agreement. **This Agreement may not be canceled by the Customer unless and until the entire Balance Remaining due hereunder is repaid to MHCCA in full.**

Time is of the essence in the payment of the Periodic Payments due under the terms of any Schedule. If any Periodic Payment is not paid when due therein, then in addition to any other remedy MHCCA may have hereunder, MHCCA may impose and, if imposed, the Customer shall pay, immediately upon demand, (i) a late fee equal to the greater of twenty five dollars (\$25.00) or five percent (5%) of the amount then due but not paid in each Schedule for each thirty (30) days or portion thereof that said overdue Periodic Payment(s) are not made (but in no event to exceed the highest late charge permitted by applicable law). Customer agrees to pay MHCCA any fees assessed for each return check or ACH return for insufficient funds. Customer agrees to pay **MHCCA**, upon default, interest on all sums then owing by Customer to **MHCCA** at the rate of 18% per annum, if not prohibited by law, otherwise at the highest rate that Customer can legally obligate itself to pay and/or **MHCCA** can legally collect, until paid in full. All amounts payable hereunder are payable at **MHCCA**'s address noted above or at such other address as **MHCCA** specifies from time to time in writing.

Each of the following shall constitute a default (each an "**Event of Default**") hereunder and collectively includes each Schedule: (a) the Customer's failure to make any Periodic Payment or pay any other amount due when due; (b) the occurrence of an event of default as defined in any other note or agreement (whether now existing or hereafter entered into) between Customer and MHCCA; (c) Customer or any guarantor or surety of Customer's obligations under this Agreement or any Schedule (each, a "**Guarantor**") shall cease doing business as a going concern or become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or any Guarantor or for a substantial part of Customer's or any Guarantor's assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Customer or any Guarantor; (d) any representation or warranty made by Customer or any Guarantor proves to be false or misleading in any material respect when made; (e) Customer fails to perform any of its obligations under this Agreement or any other agreement or debt obligation of Customer to **MHCCA** or **MHCCA**'s affiliates; (f) the Equipment or any portion thereof is/are lost, stolen, damaged, destroyed, encumbered, levied upon, or attached; (g) the Equipment or any portion thereof is/are sold or leased without **MHCCA**'s prior written permission; (h) Customer assigns its rights under this Agreement without **MHCCA**'s prior written permission; (i) Customer is unable to pay its debts as they become due; (j) Customer is a corporation or partnership and the corporation or partnership dissolves, merges, consolidates or transfers a substantial portion of its property; (k) **MHCCA** in good faith believes that the prospect of payment or performance under this Agreement is impaired; (l) there shall be a material change in the management, ownership or control of Customer; (m) there shall occur a seizure of control, custody or possession of any Equipment by any governmental authority including, without limitation, any municipal, state, federal or other governmental entity or any governmental agency or instrumentality (all such entities, agencies and instrumentalities shall hereunder be collectively referred to as "**Governmental Authority**"); (n) anyone in the control, custody or possession of any Equipment or the Customer is accused or alleged or charged (whether or not subsequently arraigned, indicted or convicted), by any Governmental Authority to have used any Equipment in connection with the commission of any crime; (o) any Guarantor for Customer defaults in any liability or obligation to **MHCCA** or any guaranty obtained in connection with this transaction is terminated or breached; and/or (p) ACH is deemed mandatory as indicated by the Authorization for Automatic Payment Plan agreement and Customer any time during the term of this Agreement fails to provide valid Depository Institution Information and authorization permitting **MHCCA** to debit Customer's bank account for all payments due.

Upon the occurrence of an Event of Default, MHCCA may do any one or more of the following as it may elect: (A) declare the Agreement to be in default, (B) require Customer to pay to MHCCA, on demand, an amount equal to the Balance Remaining plus any outstanding fees plus applicable taxes on each Schedule, (C) terminate Customer's right to use the Equipment listed in each Schedule and to receive any related support services from the Supplier, (D) take possession of the Equipment in each Schedule, (E) require Customer to assemble the Equipment and make it available to MHCCA at a place to be designated by MHCCA which is reasonably convenient to MHCCA and Customer, and/or (F) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, or any other remedy available to MHCCA at law or in equity. In addition, Customer hereby stipulates that, upon the occurrence of an Event of Default, money damages are not and will not be an adequate remedy, and that the terms hereof may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. Customer agrees to pay all costs of collection and enforcement of this Agreement and each Schedule, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement. The inclusion of a trade name or division name in the identification of Customer hereunder shall not limit **MHCCA**'s rights, after the occurrence of an Event of Default, to proceed against all of Customer's assets, including those held or used by Customer individually or under another trade or division name. Customer expressly waives all further rights to possession of the Equipment hereunder or the collateral for any other debt obligations of Customer to **MHCCA** after default hereunder and all claims for injuries or damages suffered through or loss caused by any such entering and/or repossession by **MHCCA** or its agents and representatives.

Customer hereby represents and warrants to MHCCA that: (i) the statements set forth in the "Recitals" section on page one of this Agreement are true and correct; (ii) this Agreement and any future Schedule have been duly authorized in accordance with Customer's by-laws or other organizational requirements and constitutes a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (iii) the execution, delivery and performance of this Agreement and any Schedule will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on Customer; (iv) any and all information furnished to MHCCA by or on behalf of Customer is and will be true and correct in all material respects; and (v) the Equipment will be maintained in good operating condition, repair and appearance, and in conformity with all applicable manufacturer instructions and governmental laws and regulations; (vi) **Customer has requested this Installment Agreement solely for commercial purposes in the conduct of Customer's business and not for personal, family or household purposes**; (vii) MHCCA may inspect the Equipment at all reasonable times and from time to time; (viii) except for the security interest granted hereunder, the Equipment is free and will be kept free from all liens, claims, security interests and encumbrances; and (ix) the Equipment will not be used outside of the Continental United States. Notwithstanding the prohibition from removing the Equipment from the United States, in the event that Customer contemplates any exporting of the Equipment (including any technology supplied as part of the Equipment), Customer shall follow all procedures as required by the U.S. Export Administration Regulations and any related export control laws and regulations promulgated and administered by the government of any country having jurisdiction over the parties hereto or the transactions contemplated herein.

Customer shall not assign or delegate its obligations under this Agreement and any Schedule, and any such assignment or delegation shall be invalid and of no effect. MHCCA may, without notice to Customer, sell, assign or otherwise transfer its interests in this Agreement and the Schedules, in whole or in part, to a third party (a "**New Creditor**"), in which case the New Creditor will, to the extent of such sale, assignment or transfer, have all of MHCCA's rights and benefits hereunder but will not have to perform any of MHCCA's obligations (if any). Customer agrees not to assert against the New Creditor any claim, defense or offset that Customer may have against MHCCA or any predecessor in interest. Customer's obligations and liabilities hereunder to the New Creditor will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Customer for any other reason whatsoever.

Customer agrees, at its own expense: (a) to do everything necessary to perfect and preserve the security interests of **MHCCA** in the Equipment; (b) to defend any action, proceeding or claim affecting the Equipment including, but not limited to, those affecting any security interest of **MHCCA** obtained hereunder; and (c) to promptly pay all taxes, assessments, license fees and any indirect costs incurred including, but not limited to fines or any other public or private charges when levied or assessed against the Equipment. Customer agrees to pay **MHCCA** all amounts Customer owes under this Agreement even if the Equipment or portion thereof is/are lost, stolen, damaged, destroyed or missing. Unless Customer obtains **MHCCA's** prior written consent, Customer will not sell, lease, mortgage, create a lien in, transfer or otherwise dispose of the Equipment, in whole or in part.

To the full extent permitted by applicable law, Customer hereby waives as to **MHCCA** all claims and defenses which Customer could assert against the manufacturer, seller, developer or Supplier of the Equipment or any other aspect of the Equipment. **MHCCA SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO CUSTOMER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES CAUSED BY CUSTOMER'S USE OR POSSESSION OF THE EQUIPMENT. IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, CUSTOMER WILL NOT MAKE ANY CLAIM AGAINST MHCCA FOR DAMAGES.** Customer agrees to continue making payments to **MHCCA** under this Agreement, regardless of any claims **MHCCA** may have against the manufacturer or Supplier of the Equipment. **MHCCA** transfers to Customer for the term of this Agreement any warranties made by the manufacturer or the Supplier. No representation or warranty by the manufacturer or Supplier is binding on **MHCCA** nor shall breach of such warranty relieve Customer of Customer's obligation to **MHCCA** as provided herein. There are no warranties other than those made by the manufacturer of the Equipment. **MHCCA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.** **MHCCA** shall not under any circumstances be liable for loss of anticipatory or actual profits or for consequential damages of any type whatsoever. **MHCCA** is not responsible for any losses or damages caused by Customer's use of the Equipment, or from any other kind of loss while Customer is in possession of the Equipment. Customer agrees to indemnify and hold **MHCCA** harmless from any and all losses, claims, liabilities, demands and expenses whatsoever that may arise from Customer's use or possession of the Equipment or from defects in the Equipment.

Customer hereby acknowledges and agrees that: (a) **MHCCA is a separate and independent company from the Supplier, and the Supplier is NOT MHCCA's agent**; (b) **MHCCA shall NOT be responsible for any of Supplier's obligations, and no breach by the Supplier shall relieve Customer of its obligations to MHCCA under this Agreement**

and the Schedules; (c) no statement, representation or warranty by the Supplier is binding on MHCCA; (d) the Supplier has no authority to waive or alter any term of this Agreement; (e) Customer selected the Supplier and any Equipment now or hereinafter acquired based on Customer's own judgment and without any involvement of or advice from MHCCA; (f) Customer's duty to perform its obligations hereunder and in each Schedule is absolute, unconditional and irrevocable despite any failure of, or Customer's dissatisfaction with, the Equipment or any services to be provided by Supplier to Customer; (g) the Customer's obligations hereunder shall not be subject to any abatement, setoff, counterclaim, deduction or reduction for any reason whatsoever; and (h) Customer agrees not to assert against MHCCA any claims or defenses that Customer may have against the Supplier.

IF ANY AMOUNT CHARGED OR COLLECTED UNDER THIS AGREEMENT OR ANY SCHEDULE IS GREATER THAN THE AMOUNT ALLOWED BY LAW (AN "EXCESS AMOUNT"), THEN (I) ANY EXCESS AMOUNT CHARGED BUT NOT YET PAID WILL BE WAIVED BY MHCCA AND (II) ANY EXCESS AMOUNT COLLECTED WILL BE REFUNDED TO CUSTOMER OR APPLIED TO ANY OTHER AMOUNT THEN DUE HEREUNDER.

This Agreement shall be governed by the laws of the State of Minnesota, but without regard to Minnesota's choice-of-law laws. All legal actions arising out of or relating to this Agreement and each Schedule shall be venued (filed and adjudicated) exclusively in a state or federal court located in Hennepin County, Minnesota, which is the place of MHCCA's chief executive office and the place at which this Agreement will be serviced. Customer hereby agrees not to object to such venue, and Customer hereby consents to personal jurisdiction in such courts. CUSTOMER AND MHCCA EACH HEREBY WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION to the extent permitted by law. Customer waives any right they may have to assert lack of personal jurisdiction, the doctrine of *forum non conveniens* or to object to venue (or to seek to transfer venue) to the extent any action or proceeding is brought in accordance with this section.

This Agreement and each of the related Schedules(s) constitute the entire agreement regarding the subject matter described herein between Customer and MHCCA and shall supersede any inconsistent terms set forth in any other agreement and all prior oral and written understandings. No term of this Agreement or any related Schedule may be amended, waived, discharged or terminated except by a written instrument signed by Customer and an executive officer of MHCCA. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable, but shall not invalidate the remaining provisions hereof. This Agreement may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. Customer and MHCCA agree that a photocopy, carbon copy, facsimile or other reproduction of this Agreement and each Schedule with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. Copies of this executed Agreement transmitted by facsimile transmission, email or generated through electronic signature/documentation technology shall be considered originals for all purposes. MHCCA retains the right to correct and/or amend the Agreement and Exhibit A to perfect and preserve the security interests in the Equipment without consent of, or notification to the Customer.

THIS AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES. THIS AGREEMENT IS NONCANCELLABLE. THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN THIS AD ANY OTHER DOCUMENTATION NECESSARY BY MHCCA IN REGARD TO THIS AGREEMENT. THE UNDERSIGNED CUSTOMER AND ANY PERSONAL AND/OR CORPORATE GUARANTORS HEREBY AUTHORIZE BANKS, CREDIT REPORTING AGENCIES, TRADE REFERENCES AND FINANCIAL INSTITUTIONS THE RIGHT TO RELEASE INFORMATION AND CREDIT REPORTS REGARDING THE UNDERSIGNED CUSTOMER AND/OR ANY GUARANTOR OF CUSTOMER TO **Mitsubishi HC Capital America** AT THE TIME OF EXECUTION HEREOF AND SEMI-ANNUALLY IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT OR IN THE EVENT OF ANY BREACH OF OTHER OBLIGATIONS BY THE CUSTOMER AND/OR ANY GUARANTORS TO MHCCA.

Accepted by Mitsubishi HC Capital America		Customer:	
By:		By:	X
Print Name:		Print Name:	
Title:	Date:	Title:	Date:



7201 Metro Boulevard, Suite 800, Edina, MN 55439
Phone: 877-996-0270

SCHEDULE NO.

This Schedule is issued pursuant to the Master Installment Payment Agreement No. _____ by and between _____ (the "Customer") and Mitsubishi HC Capital America ("MHCCA"). All terms and conditions of the Master Installment Payment Agreement (the "Agreement") are incorporated herein and made part hereof as if such terms and conditions were set forth in this Schedule. Capitalized terms used herein shall have the same meaning as in the Agreement.

TRANSACTION DETAILS AND PAYMENT SCHEDULE:

Processing Fee:	
Term of Agreement (the "Term"): 66 Months	Amount of each Monthly payment (a "Periodic Payment"):
Security Deposit: \$0.00	Remit to Address:
Supplier Name & Address:	Mitsubishi HC Capital America P.O. Box 1880 Minneapolis, MN 55480-1880

Notwithstanding anything in the Master Installment Payment Agreement, Customer authorizes MHCCA to pull any payments due under the Agreement via ACH. Any change to the ACH approval which affects the timely payment or any cancellation of the ACH approval shall constitute an Event of Default.

At MHCCA's option, MHCCA may adjust the Periodic Payment by the percentage increase occurring between the date hereof and the Commencement Date in the like-term Secured Overnight Financing Rate ("SOFR") Swaps. Upon receipt of evidence of acceptance for all of the items of Equipment described herein, MHCCA shall update this Schedule to identify the actual Equipment financed thereunder and the actual amount of each Periodic Payment. The Periodic Payment amount shall be communicated to the Customer in writing. Under no circumstances will the implicit rate used to calculate the Periodic Payment shown above ever be decreased.

This transaction may be conducted by electronic means and the User and Provider authorize that their electronic signatures act as their legal signatures of this Schedule. This Schedule may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. User and MHCCA agree that a photocopy, carbon copy, facsimile or other reproduction of this Schedule with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. Copies of this executed Schedule transmitted by facsimile transmission, email or generated or executed through electronic signature/documentation technology shall be considered originals for all purposes.

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY PROVIDER IN REGARD TO THIS AGREEMENT. THIS SCHEDULE IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES AND IS NONCANCELLABLE.

Accepted by Mitsubishi HC Capital America	Customer
	:
By: _____	By: _____
Print Name: _____	X _____
	Print Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



7201 Metro Boulevard, Suite 800, Edina, MN 55439
Phone: 877-996-0270

SCHEDULE NO.

This Schedule is issued pursuant to the Master Agreement No. _____ by and between _____ ("User") and Mitsubishi HC Capital America ("Provider"). All terms and conditions of the Master Agreement are incorporated herein and made part hereof as if such terms and conditions were set forth in this Schedule. Capitalized terms used herein shall have the same meaning as in the Master Agreement.

EQUIPMENT DESCRIPTION AND LOCATION

See Attached Exhibit A

TERM AND PAYMENT SCHEDULE

Initial Term in Months:

Monthly Rent Payments:

_____ (plus applicable taxes)

User Tax Exempt Number _____

If prior to the Commencement Date there shall be any material adverse change in the User's or Guarantor's financial condition, or any material change in the Equipment configuration or any material delay in the delivery and acceptance of any material portion of the Equipment, Provider may, at its option, (i) discontinue funding on this Schedule and/or (ii) require User to purchase the Equipment delivered to that point and/or repay Provider a price equal to the full amount funded by Provider to that point, together with any unpaid Interim Rent. User's obligation to purchase is subject to the manufacturers / supplier's standard terms and conditions of sale.

At Provider's option, Provider may adjust the Rent Payment by the percentage increase occurring between the date hereof and the Commencement Date in the like-term Secured Overnight Financing Rate ("SOFR") Swaps. Upon receipt of evidence of acceptance for all of the items of Equipment described herein, Provider shall update this Schedule to identify the actual Equipment financed thereunder and the actual amount of each Rent Payment. The Rent Payment amount shall be communicated to the User in writing. Under no circumstances will the implicit rate used to calculate the Rent Payment shown above ever be decreased.

For each item of Equipment, there shall also be an interim rent payment ("Interim Rent") computed for the period beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance through the Commencement Date. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis for periods less than one full month.

Purchase Option: At the expiration of the Initial Term or any Renewal Period of this Schedule, User will have the option to purchase all, but not less than all of the Equipment for one dollar (\$1.00).

This transaction may be conducted by electronic means and the User and Provider authorize that their electronic signatures act as their legal signatures of this Schedule. This Schedule may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. User and MHCCA agree that a photocopy, carbon copy, facsimile or other reproduction of this Schedule with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. Copies of this executed Schedule transmitted by facsimile transmission, email or generated or executed through electronic signature/documentation technology shall be considered originals for all purposes.

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY PROVIDER IN REGARD TO THIS AGREEMENT. THIS SCHEDULE IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES AND IS NONCANCELLABLE.

USER/PROVIDER SIGNATURE

User Legal Name	Provider Name Mitsubishi HC Capital America
By	By
Print Name	Print Name
Title	Title
Date	Date

**ABSOLUTE AND CONTINUING
CORPORATE GUARANTY AGREEMENT**

This ABSOLUTE AND CONTINUING CORPORATE GUARANTY AGREEMENT ("Guaranty") is made and entered into as of _____, by ("Guarantor"), in favor of Mitsubishi HC Capital America, Inc. ("Provider").

R E C I T A L S:

WHEREAS, _____ ("User") and Provider have entered or will enter into a Master Agreement No. _____ dated as of _____ pursuant to which Provider will provide and may provide from time to time in the future certain equipment, software and/or related services (collectively, the "Equipment") to be provided by Provider to User pursuant to the terms of a Master Agreement, together with all Schedules, attachments and riders attached or to be attached thereto (collectively, the "Agreement"); and

WHEREAS, Provider, as a condition precedent to entering into said Agreement, has requested Guarantor provide security by unconditionally guaranteeing payment to Provider of all rent, charges and other moneys due and to become due to Provider from User under the Agreement together with all of the obligations and liabilities of User under the Agreement (collectively, the "Obligations"); and

WHEREAS, Guarantor, in furtherance of his business and/or investment objectives and in order to induce Provider to proceed with the Agreement, desires to provide an absolute and continuing guaranty as hereinafter set forth;

NOW, THEREFORE, in order to induce Provider to enter into the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor absolutely and unconditionally guarantees to Provider the payment of all of the Obligations, and shall continue to so guaranty all such Obligations, whether or not all Obligations are paid in full, until all of such Obligations have been fully satisfied. If the User shall fail to pay all or any part of the Obligations when due, whether by acceleration or otherwise, Guarantor shall pay Provider, upon Provider's written demand, the amount due and unpaid by the User in a like manner as if such amount constituted the direct obligation of Guarantor. Provider's failure to provide Guarantor with a written demand for payment shall not be construed as a waiver of Provider's rights against Guarantor under this Guaranty. Prior to any demand upon Guarantor, Provider shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against the User. This Guaranty shall be effective immediately and shall remain in full force and effect until all of the Obligations are paid, performed and observed in full. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of any failure of other persons to sign this Guaranty. If there is more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all of the signers.

2. Strict Observance. Guarantor agrees that the Obligations will be paid, performed, and observed strictly in accordance with their terms, regardless of any rights of User against Provider. The obligations of Guarantor hereunder are without regard to the obligations of any other person or entity, and shall not be affected by any circumstances, including without limitation: (i) any act or omission by Provider, which act or omission is hereby agreed to; (ii) any lack of enforcement or retention of rights against User, Guarantor or any other person or entity or any property; (iii) partial or complete illegality, unenforceability or invalidity of the Obligations, or any other guaranty, surety, pledge, assignment or other security for any Obligations; (iv) any termination or amendment of or change in the Agreement or any other instrument, or the Equipment or any part thereof, or any leasing, assignment, mortgage or transfer of any thereof or of any interest therein, or any furnishing, acceptance, failure or release of any interest in any such security; (v) any failure, omission or delay on the part of User or any other person or entity to comply with any term of the Agreement; (vi) any waiver of the payment, performance or observance of any of the Obligations, or any other waiver, consent, extension, indulgence, compromise, settlement or release in respect of the Agreement or any obligation or liability of User or Provider or any exercise or non-exercise of any right, remedy, power or privilege in respect of the Agreement or any Obligation; (vii) any voluntary or involuntary bankruptcy, insolvency, reorganization, composition, receivership or similar proceedings with respect to User, Guarantor, or any other person or entity or any properties or creditors, or any taken by any court, trustee or receiver in any such proceeding; (viii) any limitation on the liability or obligations of User or any other person or entity under the Agreement or any discharge termination, cancellation or frustration, in whole or in part, of the Agreement; (ix) any defect in the title or condition of, or any damage to or loss or destruction of the Equipment, or any portion thereof; (x) any merger or consolidation of User or Guarantor into or with any other corporation or entity, or any sale, lease or transfer of any of the assets of User or Guarantor to any other person or entity; (xi) any change in the ownership of User, or any change in or termination of any relationship between User and Guarantor; or, (xii) any other condition circumstances which might otherwise constitute a legal or equitable discharge, release or defense of a surety or Guarantor. No delay in making demand on Guarantor for satisfaction of the obligations of Guarantor hereunder shall prejudice the right of Provider to enforce the obligations of Guarantor hereunder.

3. Waivers of Notice, Etc. Guarantor waives diligence, presentment, demand, protest or notice of any kind whatsoever with respect to this Guaranty or the Obligations, including without limitation (i) notice of acceptance of this Guaranty, notice of nonpayment or nonperformance of any of the Obligations, notice of an Event of Default (as defined in the Agreement) or other default and notice of any of the matters described in Paragraph 2 hereof, (ii) any right to the enforcement, assertion or exercise of any right, power, privilege or remedy conferred in the Agreement or otherwise, (iii) any requirement to exhaust any remedies or to mitigate damages resulting from a default under the Agreement, (iv) any notice of any sale, transfer or other disposition of any right, title to or interest in the Agreement, the equipment or any collateral security, or any part thereof, or (v) any requirement of promptness in commencing suit, action or other proceeding and the giving to or making any claim or demand on Guarantor, User or any other person or entity. Guarantor agrees that it shall not be required or have the right to consent to, or to receive any notice of, any supplement to or amendment of, or waiver or modification of, the terms of the Agreement. No notice to or demand on Guarantor shall entitle Guarantor to any other or further notice or demand in the same, similar or other circumstances.

4. Extensions, Etc. Provider may in its sole discretion, at any time or from time to time, (i) renew, extend, change or modify the time, manner, place or terms of payment, performance or observance of any or all of the Obligations, (ii) apply payments by User or Guarantor to any Obligations or any other Obligations or liability of User or Guarantor to Provider, (iii) exchange, release or surrender any security or property which may at any time be held by it, (iv) release any surety or guarantor for or of any of the Obligations (v) settle or compromise any or all of the Obligations with User or any other person or entity liable thereon, or (vi) subordinate the payment, performance or observance of any other debts or obligations which may be due or owing to Provider or any other person or entity, all in such manner and upon such terms as Provider may deem proper, without notice to or further assent from Guarantor.

5. No Waiver. No failure by Provider to exercise, and no delay in exercising, this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy of Provider.

6. Guaranty of Performance. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor shall pay to Provider all reasonable attorneys' fees and other reasonable expenses incurred by Provider in protecting its interests hereunder or in exercising its rights and remedies provided hereunder, together with interest on such sums at the lesser of .05% per day or the maximum rate permitted by law, from the date which such expenses are also incurred.
7. Bankruptcy. If at any time all or any part of any payment or performance theretofore applied by Provider to any of the obligations is or must be rescinded or returned by Provider for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of User) then such Obligations shall, for the purposes of this Guaranty, be deemed to have continued to be effective or be reinstated, as the case may be, all as though such application by Provider had not been made. If an event permitting the declaration of default under the Agreement occurs and such declaration of default is prevented by reason of any case or proceeding under a bankruptcy or insolvency law, for purposes of this Guaranty and its Obligations hereunder, the Agreement shall be deemed to have been declared in default; and Guarantor shall pay the amounts specified by Provider to be paid under this Guaranty without further notice or demand.
8. Assignment. Provider may at any time sell, assign, transfer or otherwise dispose of all or any part of its interest in this Guaranty and, in such event, this Guaranty shall inure to the benefit of, and be enforceable by, the successors and assigns of Provider, assign any interest hereunder or related hereto (including without limitation any claim arising by subrogation).
9. Guarantor's Obligation; No Set-off. Guarantor's obligation hereunder shall be absolute and unconditional and shall not be subject to any right of set-off, recoupment, deduction or other defense which Guarantor or any other person or entity may now or hereafter have against Provider. All such payments made shall be final, and Guarantor will not seek to recover for any reason whatsoever any such payments made.
10. Limitations on Subrogation. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, and no right of recourse to or with respect to any assets or property of User and waives any right to enforce any remedy which Provider now has or may hereinafter have against User until all of the Obligations have been paid in full, performed and observed. Any subrogation right to which Guarantor becomes entitled and any other obligation of any kind owing from User to Guarantor shall be subject and subordinate to the rights of Provider against User under the Agreement. No payment or performance hereunder by Guarantor shall give rise to any claim of Guarantor against Provider.
11. Acceleration. Guarantor agrees that if any Event of Default as defined in the Agreement occurs, then any and all Obligations of the undersigned under this Guaranty or otherwise shall, at the Provider's option and without notice, forthwith become immediately due and payable by Guarantor.
12. Miscellaneous. This Guaranty shall be governed by the laws of the State of Minnesota. The Guarantor and Provider hereby consent to the jurisdiction of and venue in any Federal or State Court located in Hennepin County, Minnesota for a determination of any dispute, outside of those that are resolved in arbitration, as to any matters whatsoever arising out of or in any way connected with this Guaranty and authorize service of process on the Guarantor by certified mail sent to the Guarantor at the address for the Guarantor as set forth herein below.
13. Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceable provision without invalidating the remaining provisions hereof. Guarantor and Provider hereby waive any provisions of law which renders any provision hereof prohibited or unenforceable in any respect.
14. Entire Agreement. This Guaranty constitutes the entire agreement of Guarantor and Provider with respect to the subject matter hereof. All prior or contemporaneous understanding or agreements, written or oral, between Guarantor and Provider with respect to the subject matter hereof are hereby entirely superseded.
15. Corporate Authority. Guarantor represents and warrants that it is duly authorized to enter into this Guaranty, and that the undersigned is a duly authorized officer of Guarantor with authority to execute this Agreement on behalf of Guarantor. Guarantor agrees to provide any documents reasonably requested by Provider to evidence such authority.

IN WITNESS WHEREOF, the Guarantor, intending to be legally bound hereby, has duly executed this Guaranty Agreement as of the date indicated below.

CORPORATE GUARANTOR:

By _____
Its: _____

Address: _____

Date: _____

**ABSOLUTE AND CONTINUING
PERSONAL GUARANTY AGREEMENT**

This ABSOLUTE AND CONTINUING GUARANTY AGREEMENT ("Guaranty") is made and entered into as of _____, by _____ ("Guarantor"), in favor of Mitsubishi HC Capital America, Inc. ("Provider").

R E C I T A L S:

WHEREAS, _____ ("User") and Provider have entered or will enter into a Master Agreement No. _____ dated as of _____ pursuant to which Provider will provide and may provide from time to time in the future certain equipment, software and/or related services (collectively, the "Equipment") to be provided by Provider to User pursuant to the terms of a Master Agreement, together with all Schedules, attachments and riders attached or to be attached thereto (collectively, the "Agreement"); and

WHEREAS, Provider, as a condition precedent to entering into said Agreement, has requested Guarantor provide security by unconditionally guaranteeing payment to Provider of all rental, charges and other moneys due and to become due to Provider from User under the Agreement together with all of the obligations and liabilities of User under the Agreement (collectively, the "Obligations"); and

WHEREAS, Guarantor, in furtherance of his business and/or investment objectives and in order to induce Provider to proceed with the Agreement, desires to provide an absolute and continuing guaranty as hereinafter set forth;

NOW, THEREFORE, in order to induce Provider to enter into the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor absolutely and unconditionally guaranties to Provider the payment of all of the Obligations, and shall continue to so guaranty all such Obligations, whether or not all Obligations are paid in full, until all of such Obligations have been fully satisfied. If the User shall fail to pay all or any part of the Obligations when due, whether by acceleration or otherwise, Guarantor shall pay Provider, upon Provider's written demand, the amount due and unpaid by the User in a like manner as if such amount constituted the direct obligation of Guarantor. Provider's failure to provide Guarantor with a written demand for payment shall not be construed as a waiver of Provider's rights against Guarantor under this Guaranty. Prior to any demand upon Guarantor, Provider shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against the User. This Guaranty shall be effective immediately and shall remain in full force and effect until all of the Obligations are paid, performed and observed in full. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of any failure of other persons to sign this Guaranty. If there is more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all of the signers.

2. Strict Observance. Guarantor agrees that the Obligations will be paid, performed, and observed strictly in accordance with their terms, regardless of any rights of User against Provider. The obligations of Guarantor hereunder are without regard to the obligations of any other person or entity, and shall not be affected by any circumstances, including without limitation: (i) any act or omission by Provider, which act or omission is hereby agreed to; (ii) any lack of enforcement or retention of rights against User, Guarantor or any other person or entity or any property; (iii) partial or complete illegality, unenforceability or invalidity of the Obligations, or any other guaranty, surety, pledge, assignment or other security for any Obligations; (iv) any termination or amendment of or change in the Agreement or any other instrument, or the Equipment or any part thereof, or any leasing, assignment, mortgage or transfer of any thereof or of any interest therein, or any furnishing, acceptance, failure or release of any interest in any such security; (v) any failure, omission or delay on the part of User or any other person or entity to comply with any term of the Agreement; (vi) any waiver of the payment, performance or observance of any of the Obligations, or any other waiver, consent, extension, indulgence, compromise, settlement or release in respect of the Agreement or any obligation or liability of User or Provider or any exercise or non-exercise of any right, remedy, power or privilege in respect of the Agreement or any Obligation; (vii) any voluntary or involuntary bankruptcy, insolvency, reorganization, composition, receivership or similar proceedings with respect to User, Guarantor, or any other person or entity or any properties or creditors, or any taken by any court, trustee or receiver in any such proceeding; (viii) any limitation on the liability or obligations of User or any other person or entity under the Agreement or any discharge termination, cancellation or frustration, in whole or in part, of the Agreement; (ix) any defect in the title or condition of, or any damage to or loss or destruction of the Equipment, or any portion thereof; (x) any merger or consolidation of User or Guarantor into or with any other corporation or entity, or any sale, lease or transfer of any of the assets of User or Guarantor to any other person or entity; (xi) any change in the ownership of User, or any change in or termination of any relationship between User and Guarantor; or, (xii) any other condition circumstances which might otherwise constitute a legal or equitable discharge, release or defense of a surety or Guarantor. No delay in making demand on Guarantor for satisfaction of the obligations of Guarantor hereunder shall prejudice the right of Provider to enforce the obligations of Guarantor hereunder.

3. Waivers of Notice, Etc. Guarantor waives diligence, presentment, demand, protest or notice of any kind whatsoever with respect to this Guaranty or the Obligations, including without limitation (i) notice of acceptance of this Guaranty, notice of nonpayment or nonperformance of any of the Obligations, notice of an Event of Default (as defined in the Agreement) or other default and notice of any of the matters described in Paragraph 2 hereof, (ii) any right to the enforcement, assertion or exercise of any right, power, privilege or remedy conferred in the Agreement or otherwise, (iii) any requirement to exhaust any remedies or to mitigate damages resulting from a default under the Agreement, (iv) any notice of any sale, transfer or other disposition of any right, title to or interest in the Agreement, the equipment or any collateral security, or any part thereof, or (v) any requirement of promptness in commencing suit, action or other proceeding and the giving to or making any claim or demand on Guarantor, User or any other person or entity. Guarantor agrees that it shall not be required or have the right to consent to, or to receive any notice of, any supplement to or amendment of, or waiver or modification of, the terms of the Agreement. No notice to or demand on Guarantor shall entitle Guarantor to any other or further notice or demand in the same, similar or other circumstances.

4. Extensions, Etc. Provider may in its sole discretion, at any time or from time to time, (i) renew, extend, change or modify the time, manner, place or terms of payment, performance or observance of any or all of the Obligations, (ii) apply payments by User or Guarantor to any Obligations or any other Obligations or liability of User or Guarantor to Provider, (iii) exchange, release or surrender any security or property which may at any time be held by it, (iv) release any surety or guarantor for or of any of the Obligations (v) settle or compromise any or all of the Obligations with User or any other person or entity liable thereon, or (vi) subordinate the payment, performance or observance of any other debts or obligations which may be due or owing to Provider or any other person or entity, all in such manner and upon such terms as Provider may deem proper, without notice to or further assent from Guarantor.

5. No Waiver. No failure by Provider to exercise, and no delay in exercising, this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy of Provider.

6. Guaranty of Performance. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor shall pay to Provider all reasonable attorneys' fees and other reasonable expenses incurred by Provider in protecting its interests hereunder or in exercising its rights and remedies provided hereunder, together with interest on such sums at the lesser of .05% per day or the maximum rate permitted by law, from the date which such expenses are also incurred.

7. Bankruptcy. If at any time all or any part of any payment or performance theretofore applied by Provider to any of the obligations is or must be rescinded or returned by Provider for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of User) then such Obligations shall, for the purposes of this Guaranty, be deemed to have continued to be effective or be reinstated, as the case may be, all as though such application by Provider had not been made. If an event permitting the declaration of default under the Agreement occurs and such declaration of default is prevented by reason of any case or proceeding under a bankruptcy or insolvency law, for purposes of this Guaranty and its Obligations hereunder, the Agreement shall be deemed to have been declared in default; and Guarantor shall pay the amounts specified by Provider to be paid under this Guaranty without further notice or demand.

8. Assignment. Provider may at any time sell, assign, transfer or otherwise dispose of all or any part of its interest in this Guaranty and, in such event, this Guaranty shall inure to the benefit of, and be enforceable by, the successors and assigns of Provider, assign any interest hereunder or related hereto (including without limitation any claim arising by subrogation).

9. Guarantor's Obligation; No Set-off. Guarantor's obligation hereunder shall be absolute and unconditional and shall not be subject to any right of set-off, recoupment, deduction or other defense which Guarantor or any other person or entity may now or hereafter have against Provider. All such payments made shall be final, and Guarantor will not seek to recover for any reason whatsoever any such payments made.

10. Limitations on Subrogation. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, and no right of recourse to or with respect to any assets or property of User and waives any right to enforce any remedy which Provider now has or may hereinafter have against User until all of the Obligations have been paid in full, performed and observed. Any subrogation right to which Guarantor becomes entitled and any other obligation of any kind owing from User to Guarantor shall be subject and subordinate to the rights of Provider against User under the Agreement. No payment or performance hereunder by Guarantor shall give rise to any claim of Guarantor against Provider.

11. Acceleration. Guarantor agrees that if any Event of Default as defined in the Agreement occurs, then any and all Obligations of the undersigned under this Guaranty or otherwise shall, at the Provider's option and without notice, forthwith become immediately due and payable by Guarantor.

12. Miscellaneous. This Guaranty shall be governed by the laws of the State of Minnesota. The Guarantor and Provider hereby consent to the jurisdiction of and venue in the Supreme Court of the State of Minnesota and of any Federal or State Court located in Hennepin County, Minnesota for a determination of any dispute, outside of those that are resolved in arbitration, as to any matters whatsoever arising out of or in any way connected with this Guaranty and authorize service of process on the Guarantor by certified mail sent to the Guarantor at the address for the Guarantor as set forth herein below.

13. Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceable provision without invalidating the remaining provisions hereof. Guarantor and Provider hereby waive any provisions of law which renders any provision hereof prohibited or unenforceable in any respect.

14. Entire Agreement. This Guaranty constitutes the entire agreement of Guarantor and Provider with respect to the subject matter hereof. All prior or contemporaneous understanding or agreements, written or oral, between Guarantor and Provider with respect to the subject matter hereof are hereby entirely superseded.

IN WITNESS WHEREOF, the Guarantor, intending to be legally bound hereby, has duly executed this Guaranty Agreement as of the date indicated below.

INDIVIDUAL GUARANTOR:

X _____
Name: _____
Home Address: _____
Date: _____

EXHIBIT J

PROVISION TECHNOLOGY SOLUTIONS AGREEMENT



TECHNOLOGY SOLUTIONS SERVICES AGREEMENT

THIS TECHNOLOGY SOLUTIONS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____ 20____ (the "Effective Date"), by and between PV Distribution LLC, a Delaware limited liability company ("ProVision") and _____, ("Customer") having an Anytime Fitness Center located at the following address: _____ (the "Facility").

1. Services:

a. *Website and Email Hosting Services.* ProVision agrees to perform and provide to Customer services consisting of non-exclusive electronic access to a digital information processing, transmission and storage system ("Server") to store Customer's web site ("Site") and make the Site available via the global computer communications network ("Internet"). ProVision also agrees to provide and host for Customer up to five (5) Microsoft Exchange email mailboxes under the @anytimefitness.com domain ("Mailboxes"). ProVision's email hosting services shall be limited to: (i) account setup and deletion; (ii) password resets; (iii) assisting with email exporting (.pst files); (iv) operational training; and (v) troubleshooting relating to access, delivery or receiving of emails. The foregoing services in this Section 1(a) are the "Hosting Services". Customer agrees that the Hosting Services shall not include any web site development services, authorship or creation with respect to the Site.

b. *Global Access Software Installation and Support.* ProVision agrees to install the Anytime Fitness-approved proprietary club management and global access/reciprocity software (the "Proprietary Software") on Customer's Equipment (defined in Section 3.d.) for access control and to provide remote technical maintenance, troubleshooting and configuration of the Proprietary Software and Customer's access control network ("Proprietary Installation and Support Services" or "Proprietary I&S Services"). The Proprietary I&S Services include anti-virus and anti-malware services relating to the disruption of the Proprietary Software and may include the periodic upgrading of the Proprietary Software with newer versions or releases. All support for the Proprietary Software is provided remotely. Upgrades, updates or other changes to the Proprietary Software may be made remotely and at such times as ProVision deems necessary or appropriate, in its sole discretion, with or without notice. Upon availability of a new release or version of the Proprietary Software, ProVision may cease supporting prior versions or releases upon not less than thirty (30) days prior written notice. Any new or additional Equipment necessitated by a software upgrade will be the responsibility of Customer.

c. *Security Monitoring.* ProVision agrees to perform and provide to Customer physical security monitoring services at the Facility ("Security Monitoring Services") if, and only if, Customer purchases all security equipment through ProVision pursuant to a separate purchase order and ProVision installs that equipment. Customer acknowledges that the Security Monitoring Services will include the monitoring of the physical alarm system but such Security Monitoring Services do not include monitoring video recorders, closed circuit televisions (CCTVs) or Customer's local area network. *ProVision will not provide Security Monitoring Services for a security system purchased from, or installed by, a third party.*

d. *Availability of Services.* The Hosting Services, Technology Services, Proprietary I&S Services and Monitoring Services (if applicable) are collectively referred to as the "Services." Subject to the terms and conditions of this Agreement, ProVision shall attempt to provide the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer agrees that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which ProVision may undertake from time to time; or (iii)

causes beyond the control of ProVision or which are not reasonably foreseeable by ProVision, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures. Customer agrees that ProVision has no control of availability of Services on a continuous or uninterrupted basis.

e. *Technology Services.* ProVision will bill you on a monthly basis for the service and license fees associated with the technology and software systems required to operate your Anytime Fitness center in accordance with the terms and conditions of your Franchise Agreement (the "Technology Solutions Fee") and, where applicable, will remit the designated portion of the Technology Solutions Fee to the appropriate affiliate, licensor or service provider(s). The monthly license and service fees that make up the Technology Solutions fee are: Anytime Health Membership fee, Global Access fee, Club Management Software fee, fitness scanning monthly license fee, music licensing monthly license fee, and the ProVision cellular backup fee.

f. *ProVision Materials.* In connection with performance of the Services and at the sole discretion of ProVision with no obligation, ProVision may provide to Customer certain materials, including, without limitation, the Proprietary Software or other computer software (in object code or source code form), data, documentation or information developed or provided by ProVision or its suppliers under this Agreement, domain names, electronic mail addresses and other network addresses assigned to Customer, and other know-how, methodologies, equipment, and processes used by ProVision to provide the Services to Customer ("ProVision Materials").

g. *Customer Content.* Customer shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, metatags, domain names, software and text ("Customer Content"). The Customer Content shall also include any registered domain names provided by Customer or registered on behalf of Customer in connection with the Services.

2. Licenses, Access and Proprietary Rights

a. *License of Customer Content.* Customer grants to ProVision, and ProVision accepts from Customer, a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet the Customer Content in connection with ProVision's performance or enforcement of this Agreement.

b. *Access to Customer Equipment and Facilities.* Customer shall permit ProVision access to the Facility and/or provide ProVision with electronic access to install and configure all Equipment, the Technology Services, and/or the ProVision Materials as necessary for ProVision to perform the Services.

c. *License of ProVision Materials and Technology Services.* In consideration of Customer's payment of all compensation to ProVision pursuant to Section 4, ProVision grants to Customer, and Customer accepts from ProVision, a limited, non-transferable, non-exclusive license, for the term of this Agreement, to use the ProVision Materials and the Technology Services, solely in connection with the operation of the Anytime Fitness Facility and in connection with the Site for Customer's internal business purposes.

d. *ProVision Proprietary Rights.* ProVision shall retain all of its right, title and interest (including copyright and other proprietary or intellectual property rights) in the ProVision Materials and Technology Services and all legally protectable elements, derivative works, modifications and enhancements thereto, whether or not developed in conjunction with Customer, and whether or not developed by ProVision, Customer or any contractor, subcontractor or agent for ProVision or Customer. To the extent that ownership of the ProVision Materials do not automatically vest in ProVision by virtue of this Agreement or otherwise, Customer agrees to and hereby does transfer and assign to ProVision all right, title and interest in the ProVision Materials and Technology Services and protectable elements or derivative works thereof. Upon any termination or expiration of this Agreement, Customer shall return all ProVision Materials and Technology Services (if applicable) to ProVision and erase and remove all copies of all ProVision Materials and Technology Services from any computer equipment and media in Customer's possession, custody or control.

3. Site and Services Terms and Limitations

a. *Site Storage and Security.* At all times, Customer shall bear full risk of loss and damage to the Site and all Customer Content. Customer shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Customer Content; (ii) maintain independent archival and backup copies of the Site and all Customer Content; (iii) ensure the security, confidentiality and integrity of all Customer Content transmitted through or stored on the Server; and (iv) ensure the confidentiality of Customer's password. The Server, ProVision and Services are not an archive and ProVision shall have no liability to Customer or any other person for loss, damage or destruction of any Customer Content. If Customer's password is lost, stolen or otherwise compromised, Customer shall promptly notify ProVision, whereupon ProVision shall suspend access to the Services by use of such password and issue a replacement password to Customer's authorized representative.

b. *Acceptable Use Policy.* Customer is solely responsible for all acts, omissions and use under and charges incurred with Customer's account or password or in connection with the Site or any Customer Content displayed, linked, transmitted through or stored on the Server. Customer agrees not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to: (i) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Customer does not have authorization to access or at a level exceeding Customer's authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; or (viii) engage in any other activity deemed by ProVision to be in conflict with the spirit or intent of this Agreement or any ProVision policy.

c. *Rights of ProVision.* Customer agrees that ProVision may, in its sole discretion, remove or disable access to all or any portion of the Site or Customer Content stored on the Server at any time and for any reason. ProVision has no obligation to monitor the Site or any Customer Content, but reserves the right in its sole discretion to do so.

d. *Equipment and Connectivity.* Customer shall be solely responsible for providing, maintaining and ensuring compatibility with all hardware, software, electrical and other physical requirements necessary for ProVision to perform the Services and for Customer to access the Site, including, without limitation, telecommunications and digital transmission connections and links, routers, switches, modems, local area network servers, virus software, firewalls, or other equipment (collectively "Equipment"). Customer shall be solely responsible for providing a connection to the Internet from its Facility and for setting up a local area network, including without limitation to allow data to flow between Customer's Facility and ProVision's data centers in a secure manner via the Internet.

e. *Alarm Permit.* Customer acknowledges that an alarm permit may be required. Obtaining the alarm from the local authority (Police or Fire Departments) is the responsibility of Customer.

f. *Monthly Alarm Testing.* Customer agrees that a monthly test of the security system is required.

4. Payment Terms

a. *Payments.* Customer shall pay ProVision for the Services and licenses identified in Section 2 in the amount set forth below.

\$799.00 / month / Center

ProVision may change the amount and calculation of the foregoing fee ten percent (10%) annually. Adjustments are compounded annually and cumulative including increases in any given year of greater than ten percent (10%) to adjust for prior years when no increase, or an increase of less than the permitted percentage increase, was implemented.

ProVision will not provide Security Monitoring Services for any security system purchased from or

installed by a third party.

b. *Invoices.* Customer will be invoiced on a monthly basis in advance. Customer is to promptly arrange for ProVision's invoices to be paid directly by Customer's member billing and processing service provider ("Customer's Billing Processor") which Customer was required to establish upon becoming a franchisee of Anytime Fitness Franchisor LLC. Customer hereby irrevocably appoints ProVision as Customer's attorney-in-fact to contact Customer's Billing Processor and to make all necessary arrangements on behalf of Customer so as to ensure all arrangements for payment of ProVision's invoices are timely made through Customer's Billing Processor. ProVision reserves the right to invoice on a pro rata basis for any part of a calendar month to allow for subsequent invoices to be calculated and paid on a calendar monthly basis. If Customer is delinquent in its payments, ProVision may suspend Services upon written notice to Customer until all payments are current and ProVision may modify the payment terms to require other assurances to secure Customer's payment obligations hereunder. All fees charged by ProVision for Services are exclusive of taxes and similar fees now in force or enacted in the future imposed on the transaction, all of which the Customer will be responsible for, except for taxes based on ProVision's net income. Customer agrees that amounts of any unpaid invoice shall accrue interest at one and one half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. Customer shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts.

c. *Taxes.* Customer shall promptly pay all federal, state and local taxes arising out of this Agreement and the Services and equipment described herein, including any sales to similar tax on any payments payable to ProVision under this Agreement. ProVision will not be liable for these or any other taxes, and Customer will indemnify ProVision for any such taxes that may be assessed or levied against ProVision which arise or result from the Services or equipment described in this Agreement.

5. Warranties and Disclaimer

a. *ProVision Warranties.* ProVision warrants to Customer that: (i) ProVision has the right and authority to enter into and perform its obligations under this Agreement; and (ii) ProVision shall perform the Services in a commercially reasonable manner. Customer's sole remedy in the event of breach of this warranty will be to terminate the Agreement pursuant to Section 8.

b. *Customer Warranties.* Customer represents and warrants to ProVision that: (i) Customer has the power and authority to enter into and perform its obligations under this Agreement; (ii) Customer Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violates any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and (iii) Customer has express written authorization from the owner to copy, use and display the Customer Content on and within the Site.

c. *Disclaimer of Warranty.* EXCEPT AS EXPRESSLY STATED AT SECTION 5(a), PROVISION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT. PROVISION EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES OR PROVISION MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, ERROR FREE, VIRUS OR MALWARE FREE, COMPLETELY SECURE OR FREE FROM DATA LOSS.

6. Limitation of Liability

EXCLUSIVE OF LIABILITY UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL PROVISION BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF PROVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVISION'S TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER TO PROVISION HEREUNDER FOR THE ONE (1) YEAR PERIOD PRIOR TO ANY ACT OR OMISSION GIVING RISE TO ANY POTENTIAL LIABILITY.

7. Indemnification

a. *By Customer.* Customer agrees to indemnify, hold harmless and defend ProVision and its directors, officers, employees and agents from and against any third-party action, claim, demand, dispute, or liability, including reasonable attorney's fees and costs, arising from or relating to: (i) Customer's breach of this Agreement; (ii) any negligence or willful misconduct of Customer; (iii) any allegation that the Site or Customer Content infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets; or (iv) any action or conduct of ProVision undertaken pursuant to this Agreement. Customer agrees that ProVision shall have the right to participate in the defense of any such claim through counsel of its own choosing.

b. *By ProVision.* ProVision agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against any third-party action, claim, demand or liability, including reasonable attorney's fees and costs, arising from or relating to any allegation that the ProVision Materials infringe a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's tradesecrets.

8. Insurance

a. At all times during the term of this Agreement, Customer must maintain in force, at its sole expense, the types and amounts of insurance that ProVision may require from time to time. The insurance coverage must be maintained under one or more policies of insurance issued by insurance companies rated A+ or better by Alfred M. Best & Company, Inc. All policies must name ProVision and Anytime Fitness Franchisor LLC as additional insureds and must provide that ProVision receives ten (10) days' prior written notice of termination, expiration, reduction or cancellation of any such policy. Upon the execution of this Agreement Customer must provide ProVision with a copy of the certificate or other evidence as ProVision may require of the required insurance. Customer must submit to ProVision annually, a copy of the certificate or other evidence of the renewal or extension of any such insurance.

9. Term and Termination

a. *Term.* The term of this Agreement shall commence on the Effective Date and shall continue concurrent with Customer's Franchise Agreement executed between itself and Anytime Fitness Franchisor LLC to operate an Anytime Fitness Center at the Facility ("Franchise Agreement").

b. *Termination.* This Agreement may be terminated: (i) by ProVision upon ten (10) days written notice to Customer, unless Customer's Franchise Agreement with Anytime Fitness Franchisor LLC to operate an Anytime Fitness Center at the above identified location terminates for any reason, or expires, in which case ProVision may terminate this Agreement immediately without notice to Customer; or (ii) by a written agreement executed by the parties. Notwithstanding the foregoing, ProVision reserves the right, in its sole discretion and without prior notice, at any time, to suspend Customer's access to or use of the Server, Services or any portion thereof, in the event ProVision believes or has reason to believe that Customer is in violation or may be violating any term or condition of this Agreement. In the event of suspension of Services, ProVision shall thereafter provide prompt written notice to Customer of the suspension of Services and the reasons therefore.

c. *Rights Upon Termination.* In the event this Agreement is terminated for any reason, Customer shall pay ProVision, on a pro rata basis, for all Services provided to Customer up to the date of termination.

10. General

a. *Independent Contractors.* The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. *Assignment.* Customer may not assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement. ProVision may assign this Agreement or any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without Customer's consent. Upon ProVision's assignment of this Agreement or any of its rights, duties or obligations hereunder, it will be released from all obligations and liabilities arising or accruing in connection with this Agreement or such rights, duties or obligations so assigned in the event this Agreement is not assigned in whole, after the date of such transfer or assignment.

c. *Waiver.* No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

d. *Severability.* If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

e. *Notice.* All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, designate by notice to the other party.

f. *Amendment.* No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

g. *Governing Law, Jurisdiction and Venue.* This Agreement shall be governed in all respects by the laws of the State of Minnesota without regard to its conflict of laws provisions. The parties hereto expressly agree that venue shall be exclusively in the state or federal courts located in Ramsey County, Minnesota. The parties hereto hereby consent to the exclusive jurisdiction of the federal and state courts in Ramsey County, Minnesota and expressly waive any objection to personal jurisdiction, improper venue and/or convenience of such forums.

h. *Survival.* The definitions of this Agreement and the respective rights and obligations of the parties under Sections 1(f), 2(a), 2(d), 3, 4, 5(b), 5(c), 6, 7, 9 and 10 shall survive any termination or expiration of this Agreement.

i. *Force Majeure.* If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

j. *Entire Agreement.* This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement.

CUSTOMER

PV Distribution LLC

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT K

**NATIONWIDE MUTUAL INSURANCE COMPANY
BOND APPLICATION**



General Application



Effective Date:
Expiration Date:

AGENT Arthur J. Gallagher & Co. ADDRESS _____

1.

Name of Applicant _____

S.S. # _____
FED ID# _____
- Address _____
2.

Type of Bond Health Club
3.

Amount of Bond \$ _____
4.

To Whom Payable _____

INDEMNITY AGREEMENT

The undersigned applicant and indemnitors (collectively referred to as “Indemnitors”) hereby request Nationwide Mutual Insurance Company, and/or AMCO Insurance Company, Allied Property and Casualty Insurance Company, and/or Depositors Insurance Company (collectively referred to as “Company”) to become surety for the above bond(s), or any bond(s) in substitution for or in succession of the said bond(s). The Indemnitors certify that the information and statements provided to the Company for the purpose of securing this bond(s) are true and correct and further jointly and severally agree:

1.

the Company is authorized and empowered, without notice to or knowledge of the Indemnitors, to assent to any change whatsoever in the bond(s), to execute or consent to the execution of any continuations, extensions, renewals, enlargements, modifications, changes, or alterations of the bond(s) and to execute any substitute or substitutes therefore, with the same or different conditions, provisions, and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the indemnitors shall remain bound under the terms of this Agreement even though any such asset by the Company does or may substantially increase the liability of said Indemnitors.
2.

that the Company is hereby authorized to make any inquiry as may be necessary from financial institutions, persons, firms, credit reporting agencies and other entities in order to confirm and verify information provided to the Company by the indemnitors as an inducement for the issuance of the bond(s) or for the continuance of such bond(s).
3.

to pay to the Company the usual annual premium until such time as the Company has been provided with satisfactory and conclusive evidence that all liability under the bond(s) has been terminated and no further liability exists.
4.

to perform all the conditions of such bond(s) and to indemnify and save the Company harmless from any and all liability, demands, losses, costs, damages and expenses, including attorney and counsel fees, which the Company may sustain or incur by reason of or in consequence of the execution of such bond(s) by the Company, or incurred in obtaining a release of liability or evidence of termination under such bond(s) or incurred by the company in enforcing any provision of this agreement.
5.

that upon demand by the Company for any reason whatsoever, to deposit funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such bond(s).
6.

that the Company shall have the exclusive right to adjust, settle or compromise any claim under such bond(s) unless one or more of the Indemnitors shall, in writing, request the Company to litigate such claim and shall deposit immediately with the Company collateral satisfactory to the Company in kind and amount.
7.

that the itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the Indemnitors to the Company.
8.

that the Company may decline to become surety on any bond(s), and in case it does act as surety the Company shall have the right to withdraw or cancel any bond(s) whenever it shall see fit; and in any event the Company shall not be required to disclose the reason upon which its action is based and shall not be responsible for any loss or damage that may be sustained by reason of such action.
9.

that in the event of any payment by the Company, the indemnitors shall pay the Company interest on such amounts at the maximum legal rate from the date such payments are made.

This agreement of Indemnity shall be deemed effective as of the date of execution of the bond(s) even though it may be signed subsequent to this date.

(Name of Applicant)

_____ (Date Signed)	By _____ (Indemnitor)	SS# _____
_____ (Date Signed)	_____ (Indemnitor)	SS# _____
_____ (Date Signed)	_____ (Indemnitor \ Spouse)	SS# _____
_____ (Date Signed)	_____ (Indemnitor)	SS# _____
_____ (Date Signed)	_____ (Indemnitor \ Spouse)	SS# _____

NOTE: If Applicant or Indemnitor is a corporation, the corporate name must be signed in full, with the officer’s name and title on the line below and the seal of the corporation affixed. If a co-partnership, the firm name must be signed and each member of the firm must sign individually.

EXHIBIT L

CLUB MANAGEMENT SOFTWARE SERVICE AGREEMENTS

Club OS Agreement Acceptance

By signing below, the Client accepts the Club OS Terms and Conditions attached to this Agreement and acknowledges and agrees that Club OS will begin charging Anytime Fitness Franchisor LLC or one of its affiliates, PV Distribution LLC (collectively, "Anytime Fitness"), on behalf of Client, the monthly subscription fees for the Licensed Software on a per location basis pursuant to the terms in the Software and Services Agreement between ClubOS and Anytime Fitness, as amended.

**Client: Anytime Fitness – Primary Contact,
on behalf of Entity (if applicable)**

Signature: _____

Authorized Signer's Name: Primary Contact

Effective Date: _____

By signing below, Client agrees to not use Club OS's software or services, or otherwise transmit or conduct business in a manner which violates the Telephone Consumer Protection Act of 1991, as amended (with the rules and regulations promulgated thereunder, the "TCPA").

**Client: Anytime Fitness –Primary Contact,
on behalf of Entity (if applicable)**

Signature: _____

Authorized Signer's Name: Primary Contact

Effective Date: _____

Location Details

Anytime Fitness – City, State - (AF# , ABC#)

Owner – Primary Contact – Primary Contact Email

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **"Affiliate"** means any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the indicated person or entity.
- 1.2 **"AF Agreement"** means that certain Software and Services Agreement between TSI and Anytime Fitness, LLC ("Anytime Fitness"), with an effective date of March 31, 2019, as amended, and as may be further amended from time to time.
- 1.3 **"Agreement"** means this written software subscription agreement for the Licensed System and/or Services between TSI and Client.
- 1.4 **"Confidential Information"** shall mean all written or oral information, disclosed by any party to the other, related to the operations of any party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- 1.5 **"Client Data"** means information provided by Your End-Users or You in connection with the Licensed System, together with any such changes to such data and information resulting from the use of Licensed System; including without limitation, personal information, transactional, and credit card information, any videos, workouts, dietary, and work-out logs.
- 1.6 **"End Users"** means a user of the Licensed System. End Users may include but are not limited to Your employees, members, consultants, contractors and agents, and third parties with which You transact business.
- 1.7 **"Licensed System"** means the TSI cloud-based software application and features offered to Client pursuant to the AF Agreement, and may include additional modules or features agreed upon by the parties from time to time in an Order Form.
- 1.8 **"Intellectual Property Rights"** shall mean any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship, including but not limited to copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).
- 1.9 **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.10 **"Order Form"** means the documents for placing orders for the additional add-ins and features to the Licensed System not contemplated in this Agreement or the AF Agreement, that are entered into between TSI and Client from time to time, including addenda and supplements thereto. Order Forms shall be deemed incorporated herein by reference.
- 1.11 **"Privacy Policy"** means a written policy stating TSI's practices in the collection and disclosure of information from End Users of its products and services.
- 1.12 **"Services"** means Technical Support, Hosting Services, other services performed by TSI under this Agreement.
- 1.13 **"Technical Support"** means TSI's services which provide End-User support, technical support, fixes, patches and routine updates to the Licensed System.
- 1.14 **"Website"** means club-os.com
- 1.15 **"We," "Us" or "Our,"** "TSI" or **"Club OS"** means Technique Software, Inc. d/b/a Club OS.
- 1.16 **"You" or "Your" or "Client" or "Club"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
- 1.17 **"Usage Data"** means all informational data regarding use of the Licensed System by End-Users.

2. LICENSE

- 2.1 **Grant of License.** Subject to the provisions of this Agreement and the AF Agreement as well as the payment of all applicable subscription fees for the Licensed System, TSI grants Client and Client accepts a limited, personal, non-exclusive, non-transferable, non-assignable license to access and use the Licensed System with the particular user roles available to Client according to Client subscription type.

3. SERVICES

- 3.1 **Usage Limitations:** Use of the Licensed System may be subject to limitations. Any such limitations will be specified in this Agreement and in the Website Terms of Use made available on the Website and updated from time to time.
- 3.2 **Use Disclaimer:** Except as set forth in in Section 6.1, Your use and access of the Licensed System, the TSI Website and all contents associated therewith are at your sole risk.
- 3.3 **Provision of Services.** We shall make the Licensed System and Services available to You pursuant to this Agreement and the relevant Order Forms during the subscription term specified in the Order Form. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 3.4 **Club Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) the Licensed System is purchased as per Club subscriptions and may be accessed by no more than the specified number of Client Clubs agreed to by Anytime Fitness and TSI, (ii) additional Club subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional Club subscriptions are added, and (iii) the added Club subscriptions shall terminate in accordance with Section 9. Club subscriptions are for designated Clubs only and cannot be shared or used by more than one Club.
- 3.5 **Service Availability.** While TSI intends that the Licensed System should be available 24 hours a day, seven days a week, it is possible that on occasions the Licensed System may be unavailable to permit maintenance or other development activity to take place. If for any reason TSI has to interrupt the availability of the Licensed System or Services for longer periods than TSI would normally expect, TSI will use reasonable endeavors to provide advance written notice to You.
- 3.6 **Help Desk.** In the case of technical problems, Client must make all reasonable efforts to investigate and diagnose problems before contacting TSI. If Client still needs technical help, please check the support provided online by TSI on the Website or failing

that email us at support@club-os.com.

3.7 **Operation of Licensed System.** TSI does not warrant that the operation of the Licensed System, and any of its contents will be uninterrupted or error free.

4. PROPRIETARY RIGHTS

4.1 **Reservation of Rights in the Licensed System.** Subject to the limited rights expressly granted hereunder, TSI reserves all rights, title and interest in and to the Licensed System and related products, including all related Intellectual Property Rights. No rights are granted to Client hereunder other than as expressly set forth herein.

4.2 **Data Ownership.** We respect your right to ownership of content created or stored by You and Your End Users. As between You and Us, You own Your Client Data. Unless specifically permitted by you in writing, your use of the Licensed System or Services does not grant TSI the license to use, reproduce, adapt, modify, publish or distribute Your Client Data for TSI's commercial, marketing or any similar purpose. But you grant TSI permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform Your Client Data solely as required for the purpose of providing the Licensed System and Services to you.

4.3 **Client Data.** You or your End Users may transmit or publish content created by you using any of the Licensed System or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Licensed System (other than End Users), is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Licensed System, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Licensed System you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that TSI will have the right to block access to or remove such content made available by you, if TSI receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Licensed System and transmitting or publishing any content using such Licensed System, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by TSI for this purpose.

4.4 **Return of Client Data:** While Your account is in good standing, all videos, images, and files including but not limited to pdfs, word docs, excel files, etc. (collectively, "Media") uploaded by You can only be used by Your End Users, unless You authorize Us to add them to Our global database. Should You cancel your Agreement, You may specifically request for this Media to be removed at the time of cancellation and returned to you, otherwise, TSI reserves the right to use any of the Club's Media in its global database. Upon written request by You for TSI to return all Client Data, TSI shall only be responsible to provide such Client Data in the form of a .csv file.

4.5 **Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Client Data, (b) disclose Your Client Data except as compelled by law or as expressly permitted in writing by You, or (c) access Your Client Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

4.6 **Third-party applications/ Third Party Links and Client Data:** TSI shall not be responsible for any disclosure, modification or deletion of Client Data resulting from any use of the Licensed System by third-party application providers not engaged by TSI. The Licensed System may contain external links to other web sites. These links are provided for information purposes only. TSI does not endorse any advice, goods, or services offered by third parties. TSI has no control over the content of third party sites and is not responsible for any information or content contained on these sites, nor is TSI responsible for the privacy policy of those sites and the information they may gather expressly or automatically.

4.7 **Usage Data Information.** Notwithstanding the foregoing, TSI maintains exclusive ownership of Usage Data Information and hereby grants to Client access to the Usage Data during the term of the relationship, to utilize data capture, syndication, and analysis tools, and other similar tools, to track, extract, compile, synthesize, aggregate, and analyze any Usage Data. Client cannot sell the Usage Data to a third party or license access to the data.

5. USE OF LICENSED SYSTEM.

5.1 **Client Representations.** The Client agrees that: (i) Client must only use the Service and Website for Client's own lawful internal business purposes, in accordance with the AF Agreement, this Agreement and any user policies posted on the Website. Client may use the Licensed System and Website on behalf of others or in order to provide services to others but if Client does so Client must ensure that Client is authorized to do so and that all persons who access the Licensed System under Client's account comply with and accept all terms of this Agreement that apply to Client, (ii) Client must ensure that all usernames and passwords required to access the Licensed System under its account (excluding End Users) are kept secure and confidential. Client must immediately notify TSI of any unauthorized use of Client passwords or any other breach of security and TSI will reset Client password and Client must take all other actions that reasonably deems necessary to maintain or enhance the security of TSI's computing systems and networks and Client access to the Licensed System. As a condition of these Terms, when accessing and using the Licensed System, Client must (iii) not attempt to undermine the security or integrity of TSI's computing systems or networks or, where the Licensed System is hosted by a third party, that third party's computing systems and networks, (iv) not use, or misuse, the Licensed System in any way which may impair the functionality of the Licensed System or Website, or other systems used to deliver the Licensed System or impair the ability of any other user to use the Licensed System or Website, (v) not attempt to gain unauthorized access to any materials other than those to which Client have been given express permission to access or to the computer system on which the Licensed System are hosted, (vi) not transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which Client do not have the right to use); (vii) not transmit or conduct business in a manner which violates the Telephone

Consumer Protection Act of 1991 (the "TCPA") adopted rules, including those set forth in 47 C.F.R. Sect. 64.1200, (together with the TCPA, the "TCPA Rules"), prohibiting the initiation of telephone calls and SMS/texts (other than a call made for emergency purposes or made with the prior express consent of the called party) using automatic telephone dialing systems or an artificial or prerecorded voice to telephone numbers assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call (referred to herein as "TCPA Prohibited Conduct"); and (viii) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Licensed System or to operate the Website except as is strictly necessary to use either of them for normal operation.

5.2 **TSI Obligations.** TSI shall: (i) provide Our basic support for the Licensed System to You at no additional charge, (ii) use commercially reasonable efforts to make the Licensed System available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Licensed System and which We shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Friday to 6:00 a.m. Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Licensed System only in accordance with applicable laws and government regulations.

6. PAYMENT AND FEES.

6.1 **Consolidated Technology Fee.** In consideration for the Licensed Services contemplated in the AF Agreement, Anytime Fitness shall pay to TSI the applicable subscription fees for Client upon the rates and terms set forth in the AF Agreement, and You shall remit to Anytime Fitness the Technology Solutions Fee and other applicable fees in accordance with your agreement(s) with Anytime Fitness.

6.2. **Additional Fees.** If Client elects additional modules or features outside the scope of the Licensed Services contemplated in the AF Agreement, it shall pay TSI directly for the fees associated with such additional modules or features, pursuant to the terms of the applicable Order Form.

6.3 **Suspension of Service and Acceleration.** If any amount owing under this Agreement is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Your Access to the Licensed System until such amounts are paid in full.

7. WARRANTY & DISCLAIMERS.

7.1. **Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Licensed System shall perform materially in accordance with the documentation provided; (iii) the functionality of the Licensed System will not be materially decreased during a subscription term, (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart if You or a User uploads a file containing Malicious Code into the Licensed System and later downloads that file containing Malicious Code, and (v) We own all rights, title, and interest in and to the Licensed System, or that in the case of any third party software that We have the right to grant a sublicense to use such third party software. TSI further warrants that any Services provided by TSI under this Agreement shall be performed in workmanlike manner and in accordance with the prevailing professional standards of the software industry. TSI does not represent or endorse the accuracy or reliability of any opinion, advice or statement made through the Licensed System, nor does TSI assume any liability for claims concerning unsolicited fax, e-mail, or voice messages sent by you or others under your account or control through the Licensed System including TCPA Prohibited Conduct.

7.2 **Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.

7.3 **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 7.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TSI MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED SYSTEM,, SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR OR USE BY CLIENT. TSI FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE.

7.4 **Mutual Representations.** Each party represents and warrants (i) that such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that such party has the legal right and authority to enter into and perform its obligations under this Agreement; (iii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

7.5 **Indemnification by You.** You agree to indemnify and hold TSI, its Affiliates, agents, business associates, resellers, licensors, and suppliers harmless from any and all claims, losses, damages, judgments, expenses and costs (including, but not limited to, any attorney's fees and expenses) arising out of any third party claims resulting from your use of the Licensed System not contemplated by this Agreement, your violation of the Agreement, and the delivery of any of your messages and documents using the Licensed System, or the infringement of any trademark or copyright by you.

7.6 **Indemnification by TSI.** TSI shall indemnify, defend, and hold harmless Client and its directors, officers, employees, and agents from and against any and all demands, claims, actions, suits, investigations, proceedings or causes of action, assessments, damages, liabilities, expenses, and losses (including court costs, reasonable attorneys' fees, and expenses of investigation) (all of the foregoing collectively, "Claims") of every kind, nature, or description, whether direct or indirect, that arise out of or relate to any Claim brought against Client alleging that the Licensed System infringes any third party's U.S. patents, copyrights, trade secrets, or other intellectual property rights.

Any and all warranties and indemnifications shall be void as to TSI Services and/ or the Licensed System where noncompliance is caused by or related to (1) any alterations made to the Licensed System by You, Your representatives, or agents, without authorization from TSI; (2) use of the Licensed System other than in the operating environment specified in this Agreement; (3) coding, information or specifications created or provided by You.

8. CONFIDENTIALITY OBLIGATIONS

8.1 Ownership of Confidential Information.

The parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Each Party agrees that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

8.2 **Mutual Confidentiality Obligations.** Each Party agrees that the Party receiving the Confidential Information will: (a) use the Confidential Information only for the purposes described in this Agreement; (b) not reproduce the other Party's Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party, provided that We may disclose Your Confidential Information to Anytime Fitness upon its request; (c) except as otherwise expressly permitted hereunder, will not create any derivative work from the other Party's Confidential Information; (d) restrict access to the other Party's Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

8.3 **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 8.1 and 8.2 shall not apply to Confidential Information that: (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information (1) in response to an order of a court or other governmental body, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order, (2) as required by law or regulation to be disclosed.

9. TERM AND TERMINATION.

9.1 The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of three (3) years (the "Initial Term") and thereafter shall be renewed automatically coterminous with the term of the AF Agreement (the "Renewal Term"), unless this Agreement is terminated sooner as permitted in this Agreement or the AF Agreement. We may terminate this Agreement immediately, without notice or liability, if the AF Agreement expires or terminates. This Agreement automatically and immediately terminates when you are no longer a party to a franchise agreement with Anytime Fitness, including upon the expiration, transfer, or termination of your franchise agreement.

9.2 **Termination for Breach.** Each party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within sixty (60) days of receipt of such notice, and this Agreement shall terminate immediately if cure is not made within such sixty (60)-day period.

9.3 **Effect of Termination.** Upon termination of this Agreement, Your right to use the Licensed System terminates and TSI shall have no further obligation to support the Licensed System. UPON TERMINATION, YOU HEREBY GRANT TSI AN IRREVOCABLE LICENSE TO STORE ALL CLIENT DATA INPUTTED BY YOU OR YOUR END USERS AND AGREE AND ACKNOWLEDGE THAT ALL CLIENT DATA INPUTTED BY YOU AND YOUR END USERS IS THE PROPERTY OF ANYTIME FITNESS, LLC AND SHALL NOT BE USED OR RETAINED BY YOU UPON THE TERMINATION, TRANSFER OR EXPIRATION OF YOUR FRANCHISE AGREEMENT WITH ANYTIME FITNESS, LLC.

10. LIMITATION OF LIABILITY

10.1 **DISCLAIMER OF LIABILITY.** A PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY OPERATION OR RELIANCE OR USE OF THE LICENSED SYSTEM AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, AND DAMAGE TO EQUIPMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY SUCH PARTY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL; OR (C) CLAIMS BY THE OTHER PARTY MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST SUCH PARTY MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION AROSE.

10.2 **LIMITATION OF LIABILITY.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, SHALL BE LIMITED DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TSI FROM CLIENT IN THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

11. MISCELLANEOUS

11.1 **Entire Agreement.** This Agreement and the AF Agreement (but only as applicable specifically to You) sets forth the entire agreement and understanding among Us and You with respect to the subject matter of the Agreement and, except as specifically provided in this Agreement or the AF Agreement, supersedes and merges all prior oral and written agreements, discussions and understandings among the Parties with respect to the subject matter of this Agreement, and none of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement and the AF Agreement.

11.2 **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of email, facsimile or certified mail, postage prepaid, to the Parties to the Agreement at their respective addresses as set forth in the most recent Order Form, or addressed to such other address as any Party may have given by written notice in accordance with this provision. In the event that any Party delivers any notice hereunder by means of facsimile transmission, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, or first-class mail return receipt requested, to the

receiving Parties, addressed as set forth above or to such other address as the receiving Parties may have previously substituted by written notice to the sender.

11.3 **Force Majeure.** Except for Your obligations to pay money under this Agreement, no party shall be liable for failure to perform hereunder due to events outside its reasonable control such as acts of war, public enemy, government, or any person engaged in subversive activity, riot or sabotage or due to Acts of God.

11.4 **No Third Party Beneficiaries.** Except for Section 10.3, nothing in this Agreement, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.5 **Independent Contractors.** The Parties to this Agreement are independent contractors. Except as otherwise expressly provided herein, nothing herein creates any joint venture, partnership, agency, employment, fiduciary or other relationship among the Parties, and no party is authorized to make contracts or commitments in the name of or on behalf of any other without such Party's prior written approval.

11.7 **Assignment; Delegation.** No Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Parties, except that any Party shall be entitled to transfer its interests to a third party with which such Party is merged or which acquires all or substantially all of the assets or capital stock of such Party. Any transfer by Anytime Fitness of its duties or obligations shall relieve it of all duties and obligations transferred hereunder.

11.8 **Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provisions shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.9 **Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by any Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.10 **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REGARD TO ITS PRINCIPLES REGARDING CONFLICTS OF LAW, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO, AND WAIVES ANY OBJECTION TO, THE EXCLUSIVE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MINNESOTA.

11.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

11.12 **Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.13 **Survival.** The provisions of this Agreement, which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination or expiration of this Agreement.

11.14 **Changes.** We reserve the right, at our sole discretion, to modify or replace these Terms at any time or change, suspend, or discontinue the Licensed System (including without limitation, the availability of any feature, database, or content). If a revision to this Agreement is material we will try to provide at least 90 days written notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Licensed System and our Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

[End of Terms and Conditions]

EXHIBIT M

FRANCHISEE QUESTIONNAIRE



FRANCHISEE QUESTIONNAIRE – EXISTING FRANCHISEES

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.

Do not sign this Questionnaire if you are a resident of Hawaii, Maryland, or Washington or if the franchise is to be operated in Hawaii, Maryland, or Washington. If signed or otherwise completed, this Questionnaire will not apply to any Hawaii, Maryland, or Washington franchisee.

As you know, Anytime Fitness Franchisor LLC (the “Franchisor”) and you are preparing to enter into a Franchise Agreement and/or Area Development Agreement for the operation of a franchised Anytime Fitness® business (the “Franchise”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

QUESTION	YES	NO
1. Have you received and personally reviewed the Franchise Disclosure Document provided to you?		
2. Did you sign a receipt (Item 23) for the Franchise Disclosure Document indicating the date you received it?		
3. Have you received and personally reviewed the Franchise Agreement and/or Area Development Agreement and each exhibit or schedule attached to it?		
4. Are you legally eligible to work or own a business in the United States and/or Canada, including the state or province in which the Franchise will be located?		
5. Has any employee or other person speaking on behalf of the Franchisor made any statement or representation regarding the actual, average or projected memberships, revenues, or profits that you, Franchisor, or any of our franchisees have achieved in operating the Franchise, other than what is contained in the Franchise Disclosure Document?		
6. Has any employee or other person speaking on behalf of the Franchisor made any promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance or any other material subject relating to the Franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?		
7. Has any employee or other person speaking on behalf of the Franchisor made any other oral, written, visual or other promises, agreements, commitments, understandings, rights-of-first refusal or otherwise to you with respect to any matter, except as expressly set forth in the Franchise Agreement and/or Area Development Agreement or in an attached written Amendment signed by you and us?		
8. Are there any contingencies, prerequisites, or other reservations existing (excluding obtaining financing for equipment or build-out of your Anytime Fitness Center) that will affect your ability to sign or perform your obligations under the Franchise Agreement and/or Area Development Agreement?		

Please insert the date on which you received a copy of the Franchise Agreement with all material blanks fully completed:

Please insert the date on which you received a copy of the Area Development Agreement with all material blanks fully completed:

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully, completely and correctly to the above questions. No representations contained herein are intended to or will act as a release, estoppel or waiver of any liability incurred under any applicable franchise law.

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

DATE: _____



FRANCHISEE QUESTIONNAIRE – PROSPECTIVE FRANCHISEES

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.

Do not sign this Questionnaire if you are a resident of Hawaii, Maryland, or Washington or if the franchise is to be operated in Hawaii, Maryland, or Washington. If signed or otherwise completed, this Questionnaire will not apply to any Hawaii, Maryland, or Washington franchisee.

As you know, Anytime Fitness Franchisor LLC (the “Franchisor”) and you are preparing to enter into a Franchise Agreement and/or Area Development Agreement for the operation of a franchised Anytime Fitness® business (the “Franchise”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

QUESTION	YES	NO
1. Have you received and personally reviewed the Franchise Disclosure Document provided to you?		
2. Did you sign a receipt (Item 23) for the Franchise Disclosure Document indicating the date you received it?		
3. Have you received and personally reviewed the Franchise Agreement and/or Area Development Agreement and each exhibit or schedule attached to it?		
4. Are you legally eligible to work or own a business in the United States and/or Canada, including the state or province in which the Franchise will be located?		
5. Has any employee or other person speaking on behalf of the Franchisor made any statement or representation regarding the actual, average or projected memberships, revenues, or profits that you, Franchisor, or any of our franchisees have achieved in operating the Franchise, other than what is contained in the Franchise Disclosure Document?		
6. Has any employee or other person speaking on behalf of the Franchisor made any promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance or any other material subject relating to the Franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?		
7. Has any employee or other person speaking on behalf of the Franchisor made any other oral, written, visual or other promises, agreements, commitments, understandings, rights-of-first refusal or otherwise to you with respect to any matter, except as expressly set forth in the Franchise Agreement and/or Area Development Agreement or in an attached written Amendment signed by you and us?		
8. Are you legally eligible to travel to and attend New Franchisee Training held at a designated training center in the United States? If you answer “no”, please provide an explanation here: _____ _____ _____		

QUESTION	YES	NO
9. Are you currently involved in any other businesses/franchises that may interfere with the non-compete obligations outlined in the Anytime Fitness Franchise Agreement, or any other agreements you may have with other businesses/franchises? If yes, please describe the businesses/franchises here: 		
10. Are there any contingencies, prerequisites, or other reservations existing (excluding obtaining financing for equipment or build-out of your Anytime Fitness Center) that will affect your ability to sign or perform your obligations under the Franchise Agreement and/or Area Development Agreement?		
11. Have there been any changes in any of the information you have provided to us or our affiliates in connection with any application for the Franchise, or in any application, statement or report you have provided to us? If yes, please describe the changes here: 		
12. Have you been proven to have engaged in fraudulent conduct, or been convicted of, or plead guilty or no contest to, a felony or misdemeanor involving dishonesty or fraudulent conduct, or do you have any such charges pending? If yes, please describe all relevant facts here: 		
13. Have you, in the past 10 years, declared bankruptcy, or taken any action, or had any action taken against you, under any insolvency, bankruptcy, or reorganization act? If yes, please describe all relevant facts here: 		
14. Have you brought, been named in, or been directly involved in any past or pending litigation or formal dispute resolution process? If yes, please describe all relevant facts here: 		
15. Is there any information that might appear on a credit or criminal history report that you wish to disclose and/or address, knowing that failure to disclose such information may be considered grounds for denial of a franchise? If yes, please describe all relevant facts here: 		

Please insert the date on which you received a copy of the Franchise Agreement with all material blanks fully completed:

Please insert the date on which you received a copy of the Area Development Agreement with all material blanks fully completed:

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully, completely and correctly to the above questions. No representations contained herein are intended to or will act as a release, estoppel or waiver of any liability incurred under any applicable franchise law.

All prospective franchisees applying please sign here:

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

DATE: _____



PRINT NAME: _____

5 Key Questions – New Franchisees

1. Why are you a good fit for Anytime Fitness? Why will you be an exceptional franchisee?

2. Aside from operating your own club, how will you make the Anytime Fitness brand and franchise system as a whole stronger?

3. Franchisees purposely give up some entrepreneurial freedom in exchange for joining an established system which provides ongoing education and support. You'll be tapping into a network of vendors, corporate staff and fellow franchisees, all of whom will allow you to flatten your learning curve and reduce your chances for error. Are you willing to trade some of your entrepreneurial freedom to work within this system?

4. What are you willing to sacrifice to run a successful business? What are you unwilling to sacrifice?

5. In your opinion, what are the differences of a successful franchisee vs. a non-successful franchisee? What characteristics does the successful owner have?

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. This questionnaire does not waive any liability the Franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

All prospective franchisees applying please sign here:

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

FRANCHISE APPLICANT

DATE: _____

EXHIBIT N

COACHING SUITE ADDENDUM

COACHING SUITE FRANCHISE AGREEMENT ADDENDUM RIDER

1. Effective Date of this Addendum: _____
2. Franchisee:
3. Principal Owner:
4. Franchised Location:
5. Effective Date of Franchise Agreement:
6. Billing Date:

COACHING SUITE FRANCHISE AGREEMENT ADDENDUM

This Addendum is made and entered on as of the Effective Date set forth in the Rider attached to this Addendum and is by and between Anytime Fitness Franchisor LLC (“we” or “us”) and the Anytime Fitness® franchisee identified in the Rider (“you”), and is an amendment to, and a part of, the Franchise Agreement identified in the Rider (the “Franchise Agreement”). All capitalized terms used in this Addendum not otherwise defined have the meanings ascribed to them in the Franchise Agreement.

INTRODUCTION

You and we are parties to a Franchise Agreement under which you operate an Anytime Fitness® center identified in the Rider (the “Center”). We have developed a proprietary personal SmartCoaching fitness, nutrition and recovery suite of tools as it exists from time to time which currently includes an operations and training manual, software analytics tools, forms and documents, videos, a video library, downloadable programs and video support for program demonstrations (the “Coaching Suite”). We are incorporating SmartCoaching into Anytime Fitness® centers via the Coaching Suite, and you will now be granted the right and undertake the obligation to access and use SmartCoaching through use of the Coaching Suite at your Center under the terms of this Addendum.

AGREEMENT

1. DEFINITIONS.

a. **“Confidential Informational”** means data and information: (i) relating to our business, regardless of whether the data or information constitutes a trade secret; (ii) disclosed to you or of which you became aware of as a consequence of your relationship with us; (iii) having value to us; (iv) not generally known to our competitors; and (v) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, operations, training and Coaching manuals, forms and documents used to support the Coaching Suite, Coaching videos, quarterly work-outs, the program design card, the exercise video library, downloadable programs, and similar information; provided, however, that such term shall not mean data or information: (A) which we have been voluntarily disclosed to the public, except where such public disclosure has been made by you without authorization from us; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means.

b. **“Derivative Work”** is any work that is based upon the Coaching Suite, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, incorporated, transformed or adapted in whole or in part.

c. **“Coaching Suite Fees”** are the recurring monthly fees due from you for your use of the Coaching Suite. As of the Effective Date, the Coaching Suite Fees are:

Number of Centers	Monthly Fee per Center
1-3 centers	\$149 per center
4-9 centers	\$109 per center
10+ centers	\$109 per center for the first 9 centers, and \$0 for each additional center thereafter

The Coaching Suite Fee is subject to change upon written notice; provided that it will not exceed \$300 per

center per month during the initial term of your Franchise Agreement.

d. **“Principal Owner”** means anyone owning more than ten percent (10%) of the Center and who has signed and guaranteed the Franchise Agreement for the Center.

e. **“Registration Fees”** means the fees due from you to us for Initial Coaching, as described in Section 4(a).

2. GRANT OF LIMITED LICENSE TO COACHING SUITE.

Subject to the terms and conditions of the Franchise Agreement and this Addendum, we hereby grant to you a limited, nonexclusive, nontransferable, non-assignable, freely revocable U.S. license to access and use the Coaching Suite at the Center. You shall not make the Coaching Suite available to any Anytime Fitness® center, fitness center, personal trainer, or any other individual or facility other than the Center that is subject to this Addendum. You also agree that the Coaching Suite shall be made available only to your employees and not to any independent contractors or other individuals or entities. You must also license the Coaching Suite for all other Anytime Fitness® Centers you currently own, and execute an Addendum with the same or similar terms.

In consideration of the grant of the limited licenses as set forth herein, you agree to strictly adhere to any of our mandatory standards, specifications and policies related to the Coaching Suite as they exist from time to time. You must, at your expense, honor and participate in all promotional programs that we require related to the Coaching Suite.

3. INITIAL COACHING AND DELIVERABLES.

We shall provide a Coaching Suite Coaching program of up to eight (8) hours at our corporate headquarters or at such other places as we may designate from time to time. The Coaching Suite Coaching program shall include Coaching on designing and delivering a personal Coaching program. By executing this Addendum, you agree that one (1) Principal Owner will attend the Coaching Suite Coaching program within ninety (90) days of executing this Addendum. If the Coaching Suite Coaching Program is provided in the field, on-site at your Anytime Fitness center or the center of a participating franchisee, then Coaching is provided for up to a total of 21 attendees. All attendees must be employees of participating franchisees. If you have more than one (1) Center, you shall only be required to attend Coaching Suite Coaching program at our headquarters or other designated location one (1) time. You shall be permitted to train additional employees at your Center following your completion of Coaching Suite Coaching program and we will provide you with program materials to assist with Coaching as they exist from time to time.

Following the completion of Coaching Suite Coaching program, we shall also provide you access to program materials which may be incorporated into the Coaching Suite from time to time.

4. FEES.

a. Registration Fees. If you are an existing franchisee and have not already attended and successfully completed the Coaching Suite Coaching program, then you agree to pay to us our then-current pricing as a Registration Fee for you to attend the Coaching Suite Coaching program. If you attend the Coaching Suite Coaching at our corporate headquarters, Minnesota, the Coaching Suite fee is currently Two Hundred Fifty Dollars (\$250). You must pay to us an additional Registration Fee, at our then-current rates, currently Two Hundred Fifty Dollars (\$250) for any additional employees or your owners who attend Coaching Suite Coaching program, subject to availability and upon our sole discretion.

Subject to corporate trainer availability, we also offer the Coaching Suite Coaching Program in the field, on-site at your Center, or the Anytime Fitness center of another franchise owner with whom you have partnered to receive this Coaching. You must pay us our then-current Coaching fees, which will vary depending on the number of franchise owners and attendees. This on-site Coaching is conducted for up to twenty-one (21) total attendees and includes pre-visit communication and post-visit follow-up. Attendees must be employees of participating franchise owner(s).

In the event you do not have an open Center at the time you register for Coaching Suite Coaching program, you shall pay all Registration Fees at the time of registration. If you have one (1) or more open Center(s), you authorize us to deduct the Registration Fees, and any additional costs as described in Section 4.a.2 from the remittance collected by our designated billing and payment processor for the Center(s) on the first day of the month following the date of registration for Coaching Suite Coaching program.

b. Coaching Suite Fees. In consideration of the grant of the license for the Coaching Suite, you shall pay to us, in addition to the Registration Fees or any other amounts due and owing under this Addendum, the Coaching Suite Fees, on a monthly recurring basis on the due date of such fee. For your first Center licensing the Coaching Suite, you will begin incurring Coaching Suite Fees ninety (90) days after the Effective Date regardless of whether you have attended Coaching Suite Coaching program. For each additional Center owned by you or any of your Principal Owner(s) as of the Effective Date of this Addendum, licensing the Coaching Suite, you will begin incurring Coaching Suite Fees upon the Effective Date. You authorize us to deduct the Coaching Suite Fees, and any additional costs from the remittance collected by our designated billing and payment processor for the Center. You agree we may deduct the Coaching Suite Fees for any and all Centers owned by you, regardless of whether or not you have executed an Addendum for that Center.

You agree that any amount not received by us when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

c. Additional Support. If you request additional support, Coaching, coaching or consulting, you agree to pay to us our then-current rates, plus reasonable travel expenses.

d. Required Equipment, Hardware, and Software. You must pay us, our affiliates, and/or our designated vendors for use of all required equipment, hardware, and/or software that meets our then-current standards and specifications in connection with the Coaching Suite as set forth in the Manual (as defined in the Franchise Agreement) or otherwise in writing.

5. TERM AND TERMINATION.

a. The term of this Addendum will commence on the Effective Date set forth in the Rider attached to this Addendum, and subject to earlier termination as described herein, will automatically and immediately terminate upon the expiration or termination of the Franchise Agreement.

b. You must successfully complete all required Coaching Suite Coaching program and commence offering the Coaching Suite to your members on or before the Roll Out Date set forth in the Rider attached to this Addendum. Failure to successfully complete all required Coaching and commence offering the Coaching Suite to the public on or before the Roll-Out Date will constitute a default under your Franchise Agreement.

c. This Addendum automatically and immediately terminates upon the termination or expiration of any agreement between us or our affiliates and any third party for the license or provision of the Coaching

Suite.

d. Upon termination or expiration of this Addendum or the license, all rights granted to you under this Addendum shall terminate, the license shall revert to us, and you shall have the following obligations: (i) you will immediately deliver to us all Confidential Information related to the Coaching Suite, including any operation manual for the Coaching Suite, in its possession or control, and all copies and any other forms of reproductions of these materials and any other materials provided by us and all copies thereof of any other forms of reproductions of these materials, and you shall neither retain nor convey to another any copy or record of any of the foregoing and you agree that all these materials are our exclusive property; (ii) you shall immediately cease using the Coaching Suite; (iii) you shall comply with the applicable covenants contained in this Addendum and the Franchise Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or Confidential Information; and (iv) from and after termination of this Addendum, upon our request, you shall cooperate with us in connection with any steps required or appropriate to be taken as a result of the termination of this Addendum, and you shall furnish us, upon request, such further information, execute and deliver such other documents and do such other acts and things, all as we may reasonably request for the purpose of carrying out the intent of this Addendum.

6. TRANSFER.

In the event of the transfer or assignment of your Franchise Agreement, your transferee or assignee will be required to sign an addendum, in similar form to this Addendum, agreeing to continue to receive access to the Coaching Suite for the remaining term of the Franchise Agreement.

7. OWNERSHIP OF INFORMATION.

You acknowledge and agree that the information that we or our affiliates obtain from you or your affiliates through the access and use of the Coaching Suite or information in your records related to the Coaching Suite is considered part of the Information System (as defined in the Franchise Agreement) and you must comply with all terms of the Franchise Agreement and the Manual (as defined in the Franchise Agreement) related to the Information.

8. CONFIDENTIAL INFORMATION/IMPROVEMENTS/COPYRIGHTS.

You acknowledge and agree that the Coaching Suite and the Confidential Information described in this Addendum are part of the System and subject to the same confidentiality restrictions as described in the Franchise Agreement. You must require your employees who have access to Confidential Information to sign a written covenant not to compete and confidentiality agreement. You shall be directly responsible and liable to us for any acts or omissions of its employees relating to Confidential Information as if such acts or omissions were your own. You will immediately report to us the theft, loss or destruction of any Confidential Information. You hereby agree that, during and after the Term, you, your owners, principals and employees will: (a) not use the Confidential Information in any other business or capacity, including any derivative or spin-off of the Coaching Suite; (b) maintain the absolute secrecy and confidentiality of the Confidential Information; (c) not make unauthorized copies of any portion of the Confidential Information, whether in tangible or intangible form; and (d) adopt and implement all procedures that we prescribe to prevent unauthorized use or disclosure of, or access to, the Confidential Information. You further acknowledge and agree that any Derivative Work is considered an Improvement, as described in the Franchise Agreement, and that many aspects of the Coaching Suite are Copyrighted Materials, as described in the Franchise Agreement.

9. ACKNOWLEDGMENTS.

You hereby acknowledge and agree that we and our affiliates, and their officers, directors, members, employees and agents, have not given any assurance, nor made any representation or warranty of any kind, expressed or implied, as to the quality, performance or financial potential of the Coaching Suite, the successful operation of the Coaching Suite and the Centers, or for any other purpose. You do not have the right to modify, edit, copy, reproduce, create Derivative Works, reverse engineer, alter, enhance, or exploit the Coaching Suite.

10. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS NOT INCLUDED IN THIS ADDENDUM. YOUR USE OF THE COACHING SUITE IS SOLELY AT LICENSE'S OWN RISK. THE COACHING SUITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE COACHING SUITE.

11. LIMITATION OF LIABILITY AND DAMAGES.

You must ensure that any customer participating in any Coaching program associated with the Coaching Suite signs a waiver of liability releasing you, us, and our respective affiliates for any liability in connection with such Coaching program. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY SUCH NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE USE OF THE COACHING SUITE OR THAT RESULTS FROM THE USE OR INABILITY TO USE THE COACHING SUITE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, IN NO EVENT WILL OUR LIABILITY UNDER THIS ADDENDUM EXCEED THE AMOUNT OF FEES PAID BY YOU TO US HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LIABILITY IS INCURRED.

12. RELEASE.

In consideration of our license of the Coaching Suite to you and for our execution of this Addendum, you hereby release and forever discharge AF, and our affiliates, as well as their respective past and present members, shareholders, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims, known or unknown, that you may have against such parties, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to you, and any matters arising under the Franchise Agreement or under any other agreement between you and us or our affiliates.

The foregoing release does not apply with respect to claims arising under the Washington Franchise

Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

13. GENERAL.

In other respects, the Franchise Agreement will continue in full force and effect. Any terms not defined in this Addendum will have the meaning described in the Franchise Agreement.

14. TERMINATION OF LICENSE WITH ALLOY PERSONAL COACHING SOLUTIONS.

You agree that upon execution of this Addendum, any agreement between you and Alloy Personal Coaching Solutions, LLC for the license of any Alloy® personal Coaching services, products or programming for use at any or all of your Center(s), shall automatically terminate.

WE:

YOU:

ANYTIME FITNESS FRANCHISOR LLC

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT O

EVOLT SOFTWARE SUBSCRIPTION AGREEMENT

Software Subscription Agreement

BETWEEN: **EVOLT IOH PTY LTD ACN 609 604 908** of 'Drive Accountants', Suite 11, 232 Robina Town Centre Drive, Robina QLD 4226 (***Evolt IOH***)

AND: **THE PARTY IDENTIFIED IN ITEM 1 OF THE SCHEDULE** (the ***Subscriber***)

BACKGROUND:

- A. The Subscriber wishes to use certain software owned by Evolt IOH.
- B. Evolt IOH has agreed to grant the Subscriber a licence to use the software, subject to the terms and conditions set out below.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement:

Business Day means a day other than:

- (a) a Saturday or a Sunday;
- (b) a day that is a public holiday in Brisbane; and
- (c) a day in the period 27 December to 31 December (inclusive);

Confidential Information includes:

- (a) all information (written or oral) including, but not limited to, drafts, sketches, designs, and work-in-progress that may be disclosed to the Subscriber from time to time;
- (b) all financial and business information of whatever kind in relation to Evolt IOH and its business, including:
 - (i) any research, diagrams, plans or other documents whatsoever belonging to Evolt IOH,

- (ii) research technology, software source code, object code, programming tools, data processes, formulae and know how;
- (c) the personnel, policies or business strategies of Evolt IOH;
 - (i) lists of names and addresses of Evolt IOH's clients and customers and potential customers and mailing lists;
 - (ii) trade secrets and Intellectual Property;
 - (iii) all information or knowledge acquired by the Subscriber as a result of Evolt IOH permitting the Subscriber to have access to any Confidential Information;
- (d) the design, specification and content of the Software;
- (e) the Personal Information of users of the Software;
- (f) the terms upon which the Software is being licensed under this Agreement;

Designated Equipment means the computer equipment, designated in Item 6 of the Schedule, upon which the Software may be used;

Documentation means all operating manuals and other printed materials referred to in Item 7 of the Schedule including users' manuals, programming manuals, modification manuals, flow charts, drawings and software listings in the possession or control of Evolt IOH which may assist or supplement the understanding or application of the Software;

Further Term means the period set out in Item 5 of the Schedule;

Initial Term means the period specified in Item 2 of the Schedule;

Intellectual Property includes without limitation the patents, copyrights, rights and circuit layouts, marks, trademarks, logos, designs, documentation, insignia, emblems, know-how, copyright material, original works, marketing information, client lists, the right to have confidential information kept confidential, the corporate image, the materials, the Documentation, the training programs, training methods, procedures, all material whether printed, audio or visual or recorded on computer software, drawings, artworks, icons, computer software and any other item or material whether licensed to or owned by Evolt IOH used directly or indirectly in or for the benefit of the business conducted by Evolt IOH whether existing at the date of this Agreement or coming into existence thereafter and any variation or modification thereto and whether in Australia or overseas;

Moral Rights has the same meaning as that term has in Part IX of the *Copyright Act 1968* (Cth);

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not, which, for the avoidance of doubt, includes (without limitation) any information relating to the age, gender and body composition of any users of the Software;

Software means the software designated in Item 4 of the Schedule and any enhancement, modification, update or new release of the that software or part thereof;

Subscription means a non-exclusive licence to use the Software;

Subscription Fee has the meaning attributed to that term in Item 3 of the Schedule;

Support Charges means the charges specified in Item 8 of the Schedule which are payable by the Subscriber to Evolt IOH;

Support Services means the support services described by clauses 6.1 and 6.2;

Term means the Initial Term and any Further Term (as the case may be); and

Works means all programs, programming, literary, dramatic, musical and artistic work within the meaning of the *Copyright Act 1968* (Cth).

1.2. **Interpretation**

In the interpretation of this document unless the context otherwise indicates:

- (a) references to:
 - (i) the singular includes the plural and vice versa and any gender includes any other gender;
 - (ii) anything includes part of that thing;
 - (iii) persons includes individuals, companies, associations, partnerships, bodies corporate, and governments and governmental, semi-governmental and local government and agencies;
 - (iv) documents include the document as amended, novated, supplemented, varied or replaced from time to time;
 - (v) to a party includes that party's executors, administrators, successors and permitted assigns;
 - (vi) party shall be construed as a reference to a party to this document;

- (vii) writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent or visible form;
- (viii) “\$”, “dollar”, “A\$” or “currency” is a reference to Australian currency;
- (ix) a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (x) a clause or schedule refers to a clause or schedule in this Agreement;
- (xi) a statutory provision shall:
 - (A) include any subordinate legislation made from time to time under that provision;
 - (B) be interpreted to mean references to those provisions as respectively amended or re-enacted prior to but not after the date of this agreement;
 - (C) include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this agreement the same shall not have effected a substantive change to that provision;
- (b) the words “includes”, “including” or “such as” are not words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to examples of a similar kind;
- (c) where a party comprises two or more persons, each agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (d) where a party enters into this Agreement in its capacity as trustee of a trust, the obligations of that party shall bind that party personally and in its capacity as trustee of such trust;
- (e) unless specified otherwise, if an act is required to be done on a particular day and the act is done after 5.00pm on that day, it will be deemed to have been done on the following day;
- (f) headings do not affect the meaning of this document;
- (g) if a word or phrase is defined, any variation of that word or phrase has a similar meaning;

- (h) a reference to ‘indemnity’ means that the person giving the indemnity will indemnify and keep indemnified the person given the indemnity against any loss, damage, claims, actions, demands, costs or expenses suffered or sustained because of the event indemnified against. This means that if the person indemnified suffers any loss or must pay any money (whether or not it is actually paid) because of an indemnified event the party giving that indemnity must pay the amount of loss or the amount of liability to the indemnified party. If it does not, the indemnified party can recover the amount as a liquidated claim; and
- (i) if anything to be done under this Agreement falls on a date which is not a Business Day, then it must be done on the next Business Day.

2. GRANT OF SUBSCRIPTION

2.1. Grant

- (a) In consideration for the Subscriber paying the Subscription Fee to Evolt IOH and subject to the terms of this Agreement, Evolt IOH grants the Subscriber the Subscription for the Term.
- (b) Payment of the Subscription Fee must be paid in full to Evolt IOH in cleared funds prior to the Subscription being granted to the Subscriber for the Term.

2.2. Extension of Initial Term

- (a) Subject to clause 2.2(b), unless the Subscriber provides Evolt IOH with at least 30 days’ notice in writing prior to the expiry of the Initial Term that it does not wish to renew the Subscription for a Further Term (the **Termination Notice**), upon the expiration of the Initial Term, the Subscription will automatically renew for a Further Term.
- (b) In the event that Evolt IOH is not issued with a Termination Notice, prior to the expiration of the Initial Term, Evolt IOH may, in its absolute sole discretion:
 - (i) decide whether it will permit the Subscription to be renewed for a Further Term; and
 - (ii) vary the conditions that will apply to its granting of the Subscription for the Further Term, which may include (without limitation) the imposition of additional obligations or the variation of existing obligations, and provide notice

to the Subscriber of the nature of the varied terms that will apply to the Further Term (the ***Variation Notice***).

- (c) If Evolt IOH exercises its rights pursuant to clause 2.2(b)(ii), the Subscriber must notify Evolt IOH by no later than fourteen (14) days after its receipt of the Variation Notice whether it accepts or rejects the proposed variation (the ***Response Period***).
- (d) The Subscriber will be deemed to have accepted the variation contained in the Variation Notice if it fails to provide a response to the Variation Notice to Evolt IOH within the Response Period.
- (e) In the event that Evolt IOH provides its consent to renew the Subscription for a Further Term and the Subscriber:
 - (i) agrees (deemed or otherwise) to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii), the Initial Term will be renewed for the Further Term and this Agreement will be varied to the extent provided in the Variation Notice; and
 - (ii) does not agree to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii), this Agreement will terminate with effect on the expiration of the Initial Term;
 - (iii) does not agree to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii) and such notice of disagreement is provided to Evolt IOH after the expiration of the then current Term however within the Response Period:
 - (A) this Agreement will terminate with effect from the date that the Subscriber's notice of disagreement is provided to the Subscriber; and
 - (B) the Subscriber must pay the Subscription Fee for that period following the expiration of the relevant Term that it had access to the Software on a pro-rata basis.
- (f) The Initial Term and the Further Term (as the case may be) may be extended in accordance with the terms of this clause as many times as the parties so desire.

3. **DOCUMENTATION**

- (a) Evolt IOH grants the Subscriber a non-exclusive licence to use the Documentation in connection with the Software for the duration of this Agreement.

- (b) The Subscriber must not copy or reproduce the Documentation except to the extent otherwise authorised by this Agreement.

4. SUBSCRIPTION CONDITIONS

4.1. Use of Software

- (a) The Subscriber may only use the Software in accordance with the normal operating procedures as notified by Evolt IOH.
- (b) The Software may not be used on equipment other than Designated Equipment.

4.2. No Alteration

The Subscriber will not copy, reverse engineer, alter, modify or reproduce the Software except to the extent otherwise authorised by this Agreement or with the prior written permission of Evolt IOH.

4.3. Remedies for misuse

In addition to any other remedies available to Evolt IOH under this Agreement or otherwise, the Subscriber acknowledges that any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Software will entitle Evolt IOH to any available equitable remedy against the Subscriber.

4.4. Acknowledgement of Evolt IOH ownership

The Subscriber acknowledges that Evolt IOH is the legal owner of the Software and that nothing in this Agreement constitutes the transfer of title or ownership to the Subscriber of the Software or the Documentation.

5. SECURITY

5.1. Supervision

The Subscriber is solely responsible for the use, supervision, management and control of the Software and Documentation.

5.2. Protection

The Subscriber must ensure that the Software is protected at all times from misuse, damage, destruction or any form of unauthorised use and that the Subscriber adopts the necessary security protocols to ensure the security of the Software.

5.3. **Record keeping**

The Subscriber must keep accurate records of use and any permitted copying, modification and disclosure of the Software. The Subscriber must provide Evolt IOH with any such records within one (1) Business Day of receiving a request of this nature from Evolt IOH.

6. **SUPPORT SERVICES**

6.1. **Provision of support services**

- (a) Subject to the Subscriber complying with its obligations pursuant to clause 6.3, Evolt IOH must provide such support services as it considers necessary in order to ensure that the Software operates in substantial conformity with the Documentation. Such support will, at the sole discretion of Evolt IOH, take the form of:
 - (i) telephone advice; or
 - (ii) such services as Evolt IOH considers are more effective given the circumstances.
- (b) Evolt IOH will provide the Support Service by ensuring the availability of suitably trained staff familiar with the operation, maintenance and support of the Software as soon as practicable during Evolt IOH's normal business hours.
- (c) The Subscriber must ensure that Evolt IOH's support personnel are provided with all information, facilities, assistance and accessories reasonably required by Evolt IOH to enable Evolt IOH to provide the Support Services.

6.2. **Exclusions from support services**

Support Services to be provided by Evolt IOH under this Agreement do not include:

- (a) correction of errors or defects caused by operation of the Software in a manner other than specified in the Documentation;
- (b) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Software not authorised by Evolt IOH;
- (c) correction of errors caused by failure of the Subscriber to provide suitably qualified and adequately trained operating and programming staff for the operation of the Software;
- (d) training of operation of programming staff;
- (e) rectification of operator errors;
- (f) rectification of errors caused by incorrect use of the Software;

- (g) rectification of errors caused by equipment fault;
- (h) equipment maintenance; and
- (i) diagnosis of rectification of faults not associated with the Software.

6.3. **Support charges**

- (a) The Subscriber must pay the Support Charges at the rate and in the manner specified in the Schedule for any Support Services that, in Evolt IOH's reasonable opinion, is not able to be provided in the form of telephone advice through Evolt IOH's customer care service.
- (b) The Support Charges are exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of the Support Services. Without limiting the foregoing, the Subscriber will be liable for any new taxes, duties or charges imposed subsequent to the date of this Agreement in respect of the Support Services.

7. **UPDATES AND NEW RELEASES**

- (a) Evolt IOH is under no obligation to provide updates or new releases of the Software.
- (b) The Subscriber acknowledges that the Subscription is for the version of the Software detailed in the Schedule and that, unless Evolt IOH notifies the Subscriber in writing otherwise:
 - (i) it is not entitled to any updated version or new release of the Software that may be developed or released (as the case may be) by Evolt IOH following the commencement of this Agreement (the **Updated Software**); and
 - (ii) additional fees may apply in order for the Subscriber to gain access to the Updated Software.
- (c) The Subscriber must provide Evolt IOH with all reasonable assistance in the event that Evolt IOH wishes to provide an update or new release of the Software to the Subscriber.

8. **CONFIDENTIAL INFORMATION**

- (a) The Subscriber acknowledges that as a result of the grant of the Subscription by Evolt IOH, the Subscriber will be given access to the Confidential Information (which includes the Personal Information).

- (b) The Subscriber covenants to Evolt IOH that:
- (i) it will treat the Confidential Information as subject to a duty of confidence and will only use the Confidential Information in a manner consistent with its rights as licensee in accordance with the terms of this Agreement;
 - (ii) except as is permitted specifically under this document, it will not in any other way use the Confidential Information without Evolt IOH's prior written consent;
 - (iii) it will ensure that all written material provided by the Evolt IOH to the Subscriber as a result of the grant of the Subscription is safely and securely stored when not in use, and the Subscriber hereby acknowledges that such material including all copies thereof remains the absolute and exclusive property of Evolt IOH; and
 - (iv) in addition to the other obligations contained in this clause, it will collect, use, disclose, store, maintain and otherwise deal with the Personal Information in accordance with:
 - (A) for Subscribers that are located in Australia – the *Privacy Act 1988* (Cth) (the **Privacy Act**);
 - (B) for Subscribers that are located outside of Australia – the Privacy Act as well as any legislation in force in the country in which the Subscriber is located which regulates the manner in which Personal Information is collected, used, disclosed and stored,which includes (without limitation), compliance with the Australian Privacy Principles contained in the Privacy Act, implementing a complaint handling process for privacy complaints and implementing a data breach response plan;
 - (v) it will ensure that its agents and contractors comply with the terms of this clause;
 - (vi) it will immediately notify Evolt IOH if it becomes aware of any breach or suspected breach of this clause 8.

9. INTELLECTUAL PROPERTY

9.1. Ownership

The Subscriber acknowledges and agrees that Evolt IOH owns, and the Subscriber has no rights or entitlements with respect to, the Intellectual Property.

9.2. **Use and Modifications**

- (a) The Subscriber acknowledges and agrees that Evolt IOH owns all Intellectual Property that the Subscriber may develop in the course of or arising out of Evolt IOH granting the Subscription to the Subscriber and, for the avoidance of any doubt, the Subscriber assigns any such Intellectual Property to Evolt IOH immediately upon its creation.
- (b) The Subscriber must not make use of or reproduce any Intellectual Property owned by Evolt IOH without the prior written approval of Evolt IOH.

9.3. **Moral Rights**

The Subscriber consents to the doing of any acts or making of any omissions by Evolt IOH and the employees, servants, agents, licensees and assigns of Evolt IOH that infringe the Subscriber's Moral Rights in any Works made by the Subscriber as a consequence (either direct or indirect) of Evolt IOH granting the Subscription to the Subscriber, including:

- (a) not naming the Subscriber as the author of a Work;
- (b) amending or modifying (whether by changing, adding to or deleting/removing) any part of the Work but only if the Subscriber is not named as the author of the amended or modified Work,

whether those acts or omissions occur before, on or after the date of this Agreement.

9.4. **Disclosure**

The Subscriber must disclose to Evolt IOH all valuable inventions, discoveries, improvements, designs, trademarks, work or other subject-matter created by or on behalf of the Subscriber during the Term that is in any way connected with Evolt IOH granting the Subscription to the Subscriber, whether capable of attracting Intellectual Property rights or not.

10. **LIABILITY**

10.1. **General exclusion**

Subject to clause 10.2, any condition or warranty which would otherwise be implied in this Agreement is excluded.

10.2. **Limitation**

Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or

exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement. However, the liability of Evolt IOH for any breach of such condition or warranty will be limited, at the option of Evolt IOH, to one or more of the following:

- (a) if the breach relates to goods;
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

10.3. **No Liability**

Evolt IOH shall not be liable for indirect, incidental, special or consequential damages including loss of profits, loss of data, revenue loss or otherwise incurred by the Subscriber or any third party whether in an action in tort or contract even if Evolt IOH or its servants or agents have been advised of the possibility of such damages.

11. **INDEMNITY**

- (a) The Subscriber indemnifies Evolt IOH against the full amount of all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Evolt IOH) that Evolt IOH may sustain or incur as a result, whether directly or indirectly, of any:
 - (i) breach of this Agreement by the Subscriber, including but not limited to, a breach in respect of which Evolt IOH exercises a right to terminate this Agreement;
 - (ii) loss of or damage to any property or injury to or death of any person caused by any act or omission of the Subscriber or its employees, contractors or agents.
- (b) The indemnities contained in this clause 11(a) will continue in full force and effect notwithstanding the termination of this Agreement.

12. **TERMINATION**

12.1. **Immediate termination**

Without limiting the generality of any other clause in this Agreement, Evolt IOH may terminate this Agreement immediately by notice in writing if:

- (a) the Subscriber is in breach of any term of this Agreement and such breach is:
 - (i) not capable of being remedied; or
 - (ii) capable of being remedied and is not remedied within 10 Business Days of notification by Evolt IOH;
- (b) the Subscriber for any reason destroys or disposes of or loses custody of the Software.

12.2. **Consequences of termination**

If notice is given to the Subscriber pursuant to clause 10.1, Evolt IOH may, in addition to terminating the Agreement:

- (a) Discontinue providing the Subscriber with access to the Software;
- (b) repossess any copies of the Software and Documentation in the possession, custody or control of the Subscriber;
- (c) be regarded as discharged from any further obligations under this Agreement; and
- (d) pursue any additional or alternative remedies provided by law.

13. **NOTICES**

13.1. **Notice in Writing**

A party giving notice under this document (including a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under or pursuant to this document) must do so in writing.

13.2. **Methods of Service**

Service of any notice, document, originating process or document in a court proceeding or required to be served under any Act, under or relating to this document shall be sufficiently served:

- (a) if delivered personally to the party to be served;
- (b) if left at or sent by pre-paid registered post to:

- (i) the address of the party to be served as set out in the description of that party in the schedule to this document;
 - (ii) the last known place of abode or business of the party to be served; or
 - (iii) the registered office of any party to be served which is a company; or
- (c) if sent by facsimile or email transmission to the facsimile number or email address of the party to be served as set out in the schedule to this document or as subsequently notified for the purposes of this clause, provided that no transmission error message is received by the sender.

13.3. Electronic Communications

The parties consent to any information, notice, document, originating process or document in a court proceeding in relation to this document being given by electronic communications.

13.4. Receipt of Notices

In the case of:

- (a) serving notice in accordance with clause 13.2(b), such notice shall be deemed to have been duly served upon it being left at the relevant address or, if posted, on the fifth day after such notice has been posted; and
- (b) serving notice in accordance with clause 13.2(c), such notice shall be deemed to have been duly served and received at the time such facsimile or email transmission is sent.

13.5. Signing of Notices

A notice given or served under this document shall be sufficient if:

- (a) in the case of a corporation, it is signed by a director or secretary of that corporation or its attorney or lawyer;
- (b) in the case of an individual, it is signed by that individual or his attorney or lawyer.

13.6. Deemed Personal Service

The parties agree and acknowledge that service in accordance with clause 13 is deemed to be effective personal service of any notice, document, originating process or document in a court proceeding.

13.7. Notice May Be Given To or By Party's Solicitor

- (a) Any Notice by a party may be given and may be signed by its solicitor.

- (b) Any Notice to a party may be given to its solicitor by any of the means listed in clause 13.2 to the solicitor's business address or facsimile number.

13.8. **Non-Merger**

This clause 13 shall remain in full force and effect notwithstanding the termination of this document and shall not merge on termination.

14. **GENERAL**

14.1. **Payments**

Unless otherwise agreed with Evolt IOH in writing:

- (a) all payments are to be made in either AUD or USD;
- (b) the Subscription Fee does not include taxes and if Evolt IOH is required to pay sales, use, property, value added, or other taxes based on this Agreement then such taxes will be billed to and paid by the Subscriber; and
- (c) The payment of any amount payable to Evolt IOH is not subject to set-off for any claim by the Subscriber against Evolt IOH.

14.2. **Whole agreement**

- (a) This Agreement and the documents referred to in it contain the whole agreement between the parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements between the parties relating to these transactions.
- (b) Each of the parties acknowledge that, in agreeing to enter into this Agreement, they have not relied on any representation, warranty or other assurance except those set out in this Agreement.

14.3. **Legal costs**

The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement and all documents incidental to it.

14.4. **Amendment**

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

14.5. Assignment

- (a) Evolt IOH may assign or transfer its rights and obligations under this Agreement upon the provision of seven (7) days' notice in writing to the Subscriber.
- (b) None of the rights or obligations under this Agreement may be assigned or transferred by the Subscriber without the written consent of Evolt IOH.

14.6. Further assurance

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

14.7. Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of Queensland, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia, and all courts which have jurisdiction to hear appeals from those courts and waives any right to object to proceedings being brought in those courts for any reason.

14.8. Warranty of Authority

The person signing this Agreement:

- (a) as attorney for any party warrants to the other parties that at the date of execution the person has not received any notice or information of the revocation of the power or attorney appointing them; and
- (b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution he/she has full authority to execute this Agreement in that capacity.

14.9. Electronic Execution

The Subscriber acknowledges and agrees that:

- (a) it will be deemed to have signed this Agreement for the purposes of section 10 of the *Electronic Transactions Act 1999* (Cth) by its duly authorised representative indicating its acceptance of these terms on Evolt IOH's website;
- (b) no action other than that detailed in clause 14.9(a) is required in order for the Subscriber to be bound by the terms of this Agreement.

SCHEDULE

Item 1	Subscriber:	The person nominated as being the subscriber in Evolt IOH's subscription application form, who must be an owner, licensee or lessee of at least one (1) Evolt 360 Machine.
Item 2	Initial Term:	One (1) year, commencing on the date nominated by Evolt IOH in writing.
Item 3	Subscription Fee:	The amount stated by Evolt IOH on the date that the Subscriber agrees to be bound by the terms of this Agreement as being the subscription fee for the Software for the region in which the Software is to be predominantly accessed by the Subscriber.
Item 4	Software:	The reporting dashboard known as 'Evolt Insights'.
Item 5	Further Term:	One (1) year from the date of expiration of the Initial Term or then current Further Term (as the case may be).
Item 6	Designated Equipment:	1. Evolt 360 Machines; 2. Subscriber's computer systems at its place of business.
Item 7	Documentation:	As provided to the Subscriber by Evolt IOH.
Item 8	Support Charges:	The cost of Evolt IOH providing the Support Services which is chargeable at the rate of AUD \$90.00 per hour. Such costs payable within 30 days of receipt of an invoice for same.

EXHIBIT P

ABC MERCHANT SERVICES AGREEMENT



ABC BILLING SERVICES AGREEMENT – ANYTIME FITNESS

Client Number:

Authorized Owner/Officer:

Title:

Business Name (dba): Anytime Fitness

Business Name (legal):

Address:

City, State, Zip:

Business Phone:

Type of Business:

Year of Incorporation/Organization:

Location of Incorporation/Organization:

Federal Tax ID# (TIN or EIN):

This Agreement made on _____

by and between ABC Fitness Solutions, LLC., a Delaware limited liability company, (hereinafter "ABC") and

DBA _____

a/an _____

(hereinafter "the Client"):

1. Merchant and Bank Account Set-up. Client hereby appoints ABC to act as its attorney-in-fact as follows: (i) to establish and maintain a bank account and credit card processing merchant accounts on Client's behalf with such banks and credit card processors as ABC may designate; (ii) to receive payment due from Client's members under client membership agreements, as described in Paragraph 2, below; (iii) to receive sales data from Client and tender it for processing; and (iv) in connection with such accounts and this Agreement, to execute any and all documents and take any and all other actions, on behalf of Client, that ABC deems necessary or appropriate without further authorization or consent of Client. Such accounts shall be maintained for the purpose of receiving and accepting proceeds of payment transactions processed pursuant to this Agreement and other related activity, including adjustments, chargebacks, returns and payment of fees, all on Client's behalf. Client hereby irrevocably directs such bank to transfer, on each banking day, the closing balance of such account to a separate ABC account, as



designated by ABC, to facilitate the transactions contemplated this Agreement. The Power of Attorney created hereby is coupled with an interest and shall be irrevocable.

2. Services. ABC agrees to provide those services described in the "Proposal" attached hereto as Schedule 1 (the "Services") with respect to all acceptable membership agreements of the Client that have been delivered to ABC from time to time under this Agreement. The Services shall be provided in accordance with ABC's customary practices as modified by ABC from time to time. Upon receipt of an acceptable membership agreement or account information, both as determined by ABC in its reasonable discretion, and such membership agreement or account information becomes an active account on ABC's billing system, ABC will collect and maintain account information pursuant to its customary practices as modified by ABC from time to time during the time ABC is actively collecting the account on behalf of the Client. The Client will be responsible for maintaining a physical or digital copy of the membership agreement. The Client specifically authorizes the originating depository financial institution ("ODFI") utilized by ABC to process ACH payments to originate ACH entries on behalf of the Client and ABC pursuant to this Agreement.

3. Payment to ABC. The Client agrees to pay ABC for the "Services" pursuant to the "Proposal" attached hereto as "Schedule 1". All ABC fees and other amounts collected by ABC on behalf of the Client, such as pass-through costs and other amounts due to ABC or any of its Affiliates from Client pursuant to this or any other agreement will be deducted and retained by ABC from the amount collected on behalf of the Client. The fees apply to all payments on active membership agreements under service by ABC, whether payments are made to ABC or directly to the Client. ABC reserves the right, from time to time, to change the fees and charges provided for herein for various reasons, including, without limit, upon a change in the Client's average monthly transaction volume, changes in Client's late and service fee policies, or changes in the cost of providing payment processing services to the Client. If Client wishes to dispute such change, it may deliver written notice thereof to ABC within sixty (60) days of Client's receipt of the first monthly report reflecting such change. If Client disputes such changes, the parties may negotiate a mutual agreement regarding fees or either may terminate this Agreement by providing thirty (30) days written notice to the other.

4. Remittance to Client. Billing cycles will occur twice per month. The 1st through the 15th shall represent one billing cycle, while the 16th through the end of the month shall represent the other billing cycle. Net Receipts for each billing cycle will be remitted to the Client by the 5th business day following the cycle cutoff. ABC will not be responsible for delay in remittance due to weekends, holidays or other conditions beyond the reasonable control of ABC. "Net Receipts" shall mean an amount equal to the total membership agreement payments less the sum of the following: (i) reversals, charge backs, refunds, returns or other credits against payments collected; (ii) the billing fee set forth in paragraph 3; (iii) any credit for payments made directly to the Client; and (iv) any charge or amount due from Client or any of its Affiliates to ABC pursuant to this Agreement, or any other agreement between Client or any of its Affiliates and ABC or any of its Affiliates or any policy established by ABC from time to time. ABC Client may at its option and upon the Client's request allow an early deposit of Available Collected Funds any business day of the month. Available Collected funds shall mean the amount of funds actually collected and received by ABC from members on behalf of Client pursuant to membership agreements, or any other agreement serviced by ABC under this Billing Service Agreement, net of ABC's projected billing fees and applicable administrative fees for such early deposit and net of projected charge backs, returns, holdbacks, and refunds. ABC will use its reasonable best efforts to post Available Collected Funds to Client's account one business day after their actual receipt. For purposes of this Agreement, "Affiliate(s)" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified. Where a member has remitted payment to



ABC, member's payment obligation to client in relation to such payment shall be extinguished, and Client shall not attempt to hold member liable for ABC's non-remittance to Client.

5. Acceptable Accounts. Only current membership agreements under which the member is not in default or past due for any amount will be acceptable membership agreements under this Agreement. If, in the sole discretion of ABC, a past due account becomes uncollectible, the Client will be responsible for further collection of said account and ABC shall be released from any further responsibility with respect to such membership agreement.

6. Cancellation of Member Accounts. The Client may cancel the membership agreement of any member, and such membership agreement will be removed from the active list and the Client will be notified. Cancellations will not be accepted from individual members, only from the Client itself, unless prior authorization is received from Client. In the event that ABC receives a dispute from a member regarding his/her obligations under the membership agreement and ABC determines in the exercise of its reasonable discretion that cancellation of the membership agreement is the most efficient resolution of the matter, ABC may cancel that membership without the consent of the Client provided ABC pays the Client the balance of any amounts that would have become due on such agreement during the then-current term.

7. Termination. Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Upon any termination of this Agreement, and provided that the Client is not in default of any obligation under this Agreement or any other agreement with ABC or any of its Affiliates, ABC shall, upon the Client's request, provide the Client with all data reasonably required by the party replacing ABC and which ABC customarily provides in such situations. Upon any termination of this Agreement, ABC shall be entitled to withhold up to 200% of the rolling 12-month average of the membership payment returns and chargebacks processed by ABC to be applied to any returns or chargebacks associated with ABC's processing of membership payments during the term hereof. ABC may hold such funds for a period of up to 90 days after the effective date of the termination hereof, at which time, the remaining balance, if any, shall be remitted to the Client.

8. Client Taxes. The Client shall pay any and all federal, state or local excise, sales or use taxes or similar taxes imposed in respect to all membership agreements serviced by ABC for the Client under this Agreement, or the services involved with respect to such membership agreements ("Taxes"), and complete and file all required tax reports related thereto, all in a timely manner.

9. ABC Offset Rights. If ABC is required to withhold or pay any of the foregoing said Taxes, or if the Client or any of its Affiliates ever becomes liable to ABC or any of its Affiliates for any sums or losses, the amount so paid by ABC for said Taxes and any sums expended, or losses incurred by ABC or any other amounts owed by Client or any of its Affiliates to ABC or any ABC's Affiliates, will be offset and deducted from all money collected, held or controlled by ABC or its Affiliates under any existing agreements between ABC or its Affiliates and the Client or any of its Affiliates, including, but not limited to, this Agreement and any billing and/or collection agreements, and further including, but not limited to, any such money held in any account or accounts of the Client or its Affiliates held or set up by ABC related to same, as well as from any collections and/or funds held or controlled by ABC or any of its Affiliates for the benefit of the Client related to same. In the event the amounts are not satisfied, any remaining amounts owed will be due and payable to ABC by the Client within twenty-four (24) hours upon notification and request for payment to the Client by ABC.

10. Legal Compliance. The Client hereby agrees to comply with, and be bound by, all Operating Rules of the National Automated Clearing House Association and all related Guidelines, as they may be amended from time to time, (the



"NACHA Rules") and all state, federal or local laws, rules, regulations or ordinances with respect to the operation of the Client. The Client shall not initiate any automated clearinghouse entry that violates the NACHA Rules or such laws, rules, regulations or ordinances. The Client agrees that ABC and/or its ODFI, has the right, at all reasonable times, to audit the Client's operations to determine compliance with this Agreement and the NACHA Rules. In addition to any other rights and remedies available hereunder or pursuant to applicable law, ABC or the ODFI shall also have the right, at their respective options, to immediately terminate or suspend this Agreement for a breach of the NACHA Rules. From time to time, Client may request, and ABC may provide, forms (such as membership agreement templates) for the Client's use in connection with the operation of its fitness facility. ABC makes no representation or warranty with respect to such forms, including without limitation, the compliance of such forms with any federal, state or local laws, rules or regulations. The Client understands and acknowledges that these forms are provided as a convenience only and the Client remains solely responsible for consulting its own legal advisors in connection with the compliance of such forms with applicable law.

11. Data Security Guidelines; PCI; PA-DSS and PCI-PED. Each party agrees that during the term of this Agreement, it will comply and will ensure that its agents comply with all Data Security Guidelines that are applicable to its business with the other. Each party represents and warrants that, as of the effective date of this Agreement, it has complied with all applicable requirements to be considered PCI-DSS compliant (including compliant with the PCI-DSS Cloud Computing Guidelines) and has performed the necessary steps to validate its compliance with PCI-DSS. Each party further represents and warrants that it is compliant with the ACH Security Framework of NACHA ("ACH Security Framework"). Each party represents and warrants that it will remain compliant with PCI-DSS and the ACH Security Framework throughout the term of this Agreement. Each party agrees to supply the other with evidence of its most recent validation of PCI-DSS no later than ten (10) business days after execution of this Agreement, and to supply to the other party a new status report and evidence of validation of compliance with PCI-DSS at least annually while this Agreement is in effect. Each party represents and warrants that any software distributed to the other is PA-DSS compliant and any equipment provided by one to the other that accepts PIN entry is PCI-PED compliant. Each party will immediately notify the other if it learns that it or any of its subcontractors is no longer PCI-DSS or ACH Security Framework compliant, that any of the distributed software supplied to the other is no longer PA-DSS compliant, or any equipment supplied to the other that that accepts PIN entry is no longer PCI-PED compliant. Each party will immediately provide the other the steps being taken to remediate the PCI-DSS, ACH Security Framework, PA-DSS and/or PCI-PED non-compliant status and will promptly perform the remediation or, in the case of a subcontractor, ensure that remediation is performed. In no event will a party's notification to the other be later than four (4) calendar days after such learns it (or its subcontractor, as the case may be) is no longer PCI-DSS or ACH Security Framework compliant, that software supplied to the other is no longer PA-DSS compliant, or that any equipment supplied to the other that accepts PIN Entry is no longer PCI-PED compliant. Each party will provide and will ensure that any subcontractor provides all reasonable assistance to enable the other to comply with an audit request from a Payment Network or a Payment Processor.

12. Security; Security Breach.

a. Any Payment Information generated or collected by a party or its subcontractors in connection with the performance of its obligations under this Agreement shall be fully encrypted at the time of collection and during storage in accordance with the Data Security Guidelines. "Payment Information" shall mean bank account, credit card and debit card information.

b. Neither party shall access or use or attempt to access or use any Personal Data of the other or the other's customers or any of other's systems used to maintain, store, process or transmit Personal Data except to the extent expressly authorized by such party's written consent or expressly required in order to perform its obligations under



this Agreement. Where such access or use is expressly required in order to perform its obligations under this Agreement, such party will seek the minimum access and use reasonably required to perform such obligations, and all such access and use shall be in accordance with the Data Security Guidelines.

c. Each party represents and warrants that it is not aware of any breach of the Data Security Guidelines by the other and that such party has not received: (i) any material complaints from any of its employees, business partners or customers, any customers of its business partners, or any other individuals regarding its handling of personal financial data (including Personal Data), or (ii) any notice from any governmental authority or other governmental authority-approved personal data protection organizations concerning its compliance with the Data Security Guidelines.

d. Without limiting any other provision of this Section if (a) a party becomes aware of a breach of the security of its systems, (b) any Personal Data is disclosed by a party in violation of the Data Security Guidelines, or (c) a party becomes aware that an unauthorized access, disclosure or use of such Personal Data has occurred or is likely to occur as a result of an act or omission of such party or any subcontractor or vendor of such party (each such event, an "Information Security Breach"), such party shall immediately notify the other party's chief information officer of such Information Security Breach, and at the discretion of the other party shall promptly: (a) reasonably investigate, remediate, and mitigate the effects of the Information Security Breach and (b) provide the other party with assurances reasonably satisfactory to such party that such Information Security Breach shall not recur. Additionally, if any Information Security Breach occurs and applicable laws or the Data Security Guidelines require notification of public authorities or of individuals whose data were so affected or require other remedial actions, or the other party determines that other remedial measures are warranted, including such party responding to reasonable requests from the other party regarding, and cooperating with the other party in connection with, any investigation, incident management, media relations or law enforcement activities, and providing consumer remedies such as credit monitoring or ID theft insurance (the foregoing, collectively, the "Remedial Actions"), such party shall, at the other party's request undertake such Remedial Actions or cooperate with the other party in undertaking Remedial Actions in accordance with industry best practices. A party shall provide such Remedial Actions and cooperation without charge unless the Information Security Breach was due to the acts or omissions of the other party, in which case the Remedial Actions and cooperation shall be provided at such party's standard rates.

e. Each party shall ensure that its subcontractors comply with the terms of this Section. "Data Security Guidelines" means all standards, guidelines, practices or procedures required by Laws or by the Payment Networks and by a party's payment processor(s) with respect to data security or protection of Personal Data, as such may be amended from time to time, to the extent applicable to the obligations to be performed under this Agreement, including: (i) the Payment Card Industry Data Security Standards ("PCI-DSS") and the PCI Cloud Computing Guidelines; (ii) all rules and operating guidelines concerning the disclosure, use and protection of personal and financial information adopted by the National Automated Clearing House Association ("NACHA"), including the ACH Security Framework "Personal Data" means information, data and materials relating to identified or identifiable individuals, including enrollment records, billing and payment records, physical addresses, email addresses, and other personal information, data and materials relating to a party's or its customers, including "Cardholder Data" (as such term is defined in the Data Security Guidelines (as defined below)), "Protected Information" (as defined in the NACHA ACH Security Framework rules). "Payment Networks" means Visa, MasterCard, and any credit or debit card network issuing credit or debit cards or their duly authorized entities, agents, or Affiliates, together with the National Automated Clearing House Association. "Payment Processor" means Vantiv, First Data, American Express, Centennial Bank or such other credit card, debit card and/or ACH processors as may be utilized by ABC.



13. Indemnification. The Client hereby agrees to indemnify, defend and hold ABC, its officers, directors, shareholders, agents, employees, Affiliates and employees harmless from any liability, claim, loss, and expense including attorneys' fees ("Losses") resulting from (a) the Client's failure to perform its obligations in this Agreement or any other agreement between ABC or any of its Affiliate, including, without limitation, failure to comply with any applicable NACHA Rules, Data Security Guidelines or any federal, state or local laws, rules, regulations or ordinances; (b) the Client's actions or omissions in connection with the operation of its club facilities; (c) ABC's reliance on written evidence of the authority of Client's agent(s); or (d) ABC's pursuit of an interpleader judgment pursuant to this Agreement.

14. Security Interest. In order to secure the prompt and faithful performance of its obligation hereunder, Client hereby grants to ABC a first and prior security interest in, and lien on, all accounts (including accounts receivable), payment intangibles, membership contracts and cash and noncash proceeds which may accrue to Client, or be derived from, the ownership and/or operation of Client's health clubs, including without limitation, all fees, dues, income, rents, issues, profits, earnings, receipts, royalties and revenues therefrom; and all amendments and supplements to and renewals and extensions of any and all of the foregoing, whether now existing or hereafter entered into and all replacements, substitutions, products and proceeds from any and all of the foregoing.

15. Disclaimer. EXCEPT AS MAY BE EXPLICITLY SET FORTH IN THIS AGREEMENT, ABC DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ABC EXPRESSLY DENIES ANY REPRESENTATIONS OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

16. Waiver of Special Damages. IN NO EVENT WILL ABC BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES, OR LOSS OF GOODWILL, DATA OR PROFITS OR COST OF COVER ARISING HEREUNDER, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. FURTHERMORE, IN NO EVENT WILL ABC'S LIABILITY UNDER THIS AGREEMENT EVER EXCEED THE AGGREGATE OF ALL FEES IT HAS COLLECTED PURSUANT TO THIS AGREEMENT.

17. Authority and Interpleader. Each party executing this Agreement on behalf of a corporate entity personally represents and guarantees that he or she is the duly appointed agent thereof with all necessary and appropriate power and authority to enter into this Agreement and bind the entity hereto. In the event Client wishes to change its agent dealing with ABC or to change the method or manner of receiving Net Receipts from ABC, Client shall notify ABC of such change in a writing accompanied by evidence satisfactory to ABC of the corporate approval of such change and the authority of the new agent. In the event ABC cannot determine, in its sole and absolute discretion, the authority of a person purporting to be authorized to act on behalf of Client and ABC may, in its sole and absolute discretion, commence an action for interpleader in a court of competent jurisdiction and ABC shall be released from any liability for the amount so interpleaded and the Client shall indemnify, defend and hold ABC harmless from and against any cost or expense incurred in connection with such action.

18. American Express Addendum. By executing this Agreement, the undersigned agrees to be bound by the Addendum to Billing Services Agreement attached hereto and incorporated herein by this reference.

19. Force Majeure. ABC will not be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist



attack, nonperformance of ABC's vendors or suppliers, acts of God, or other causes over which ABC has no reasonable control.

20. Jury Waiver. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

21. Franchisee. Client is a franchisee of Anytime Fitness, LLC ("AF") and has certain obligations pursuant to its franchise agreement with AF (the "Franchise Agreement"). Client understands and agrees that ABC may share information with AF regarding Client's franchised operations and receive instructions from AF to assist Client in complying with the Franchise Agreement, including without limit, instructions for ABC to withhold "Information" (as defined in the Franchise Agreement) from Client and provide it to AF. Client also authorizes ABC to refund any amounts owed by Client to its members, whether under the terms of its membership agreements with members or under the Franchise Agreement, and to deduct such refunds from remittances owing to Client. Client agrees to indemnify, defend and hold ABC harmless from and against any loss, liability or cost ABC may incur as a result of its compliance with such instructions and refund provisions, unless such loss, liability or cost is caused by the gross negligence or intentional misconduct of ABC. Furthermore, in the event that the Franchise Agreement is terminated for any reason, or Client's health and fitness club is closed for any reason, ABC may automatically stop billing members of such club and Client shall use its reasonable best efforts to provide ABC with notice of any such termination or closure at least two weeks prior thereto.

22. Miscellaneous. This Agreement shall be governed by the laws of the state of Arkansas. Any litigation brought hereunder shall be brought only in a state or federal court of general jurisdiction in Pulaski County, Arkansas and the parties consent and submit to the jurisdiction of such courts. The relationship created by this Agreement is one between independent contractors and nothing contained herein shall be deemed to create a partnership, agency, franchise or employment relationship. Subject to Section 1, neither party hereto shall have the authority to bind the other without separate written consent. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter contemplated thereby and supersedes all prior written or oral understandings and agreements between the parties in connection therewith. Subject to ABC's right to adjust fees contained herein, no provision of this Agreement may be modified waived, or terminated except by instrument in writing executed by the party against whom a modification, waiver, or termination is sought to be enforced. This Agreement is for the sole benefit of the parties and is not for the benefit of any third party. This Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, that Client shall not assign or attempt to assign this Agreement without the prior written consent of ABC, which shall not be unreasonably withheld. ABC shall not be required to consent to such assignment unless and until the assignee agrees to be bound by this Agreement and provides proper payment instructions and the assigning party does not owe ABC any monetary or other obligation. In the event that any one or more of the provisions contained herein, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as part of the Agreement a provision as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and be valid, legal, and enforceable thereafter. It is expressly agreed and understood that this document may be executed in multiple counterparts and with multiple signature pages and that all signature pages, when attached to and assembled with this document, shall constitute and comprise a single document that is enforceable against all parties on all signature pages in accordance with this document's terms. All provisions of this Agreement which by their terms are intended to survive and be performed subsequent to the termination of this Agreement shall so survive, including, without limitation,



provisions relating to indemnification, offsets and holdbacks. Each party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, such party shall execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.

ABC BILLING SERVICES AGREEMENT – SIGNATURE PAGE

Executed on: _____

ABC:

ABC FITNESS SOLUTIONS, LLC:

By: Mike Escobedo

Title: Chief Customer Officer

Authorized Owner

The Corporation Owner or Agent



SCHEDULE 1 (SERVICES/FEES) TO BILLING SERVICES AGREEMENT

ABC shall be entitled, on behalf of Client, to collect, retain, and deduct all late, service and convenience fees to which the Client is otherwise entitled to pursuant to its agreement with members. Payment by member to ABC shall satisfy member's payment obligation to Client and member shall not be liable to Client in the event of failure by ABC to remit funds to Client.

Full-Service Billing Proposal

ABC's Comprehensive Full-Service Program Includes	
• SMS/Email/Phone delinquency follow-up • Expiring Credit Card call campaigns • Credit Card Updater program • Email Address Updater program • Address verification via USPS • Automated reattempts of declined dues payments for up to 90 days • Access to internal training, tutorials, and process documents	• Operational support from call center teams to provide client and member support • Call recording of all client and member interactions • Execution of custom cancel and freeze procedures • Membership agreement setup and revisions • Automated membership transfers • Dedicated support from the ABC Anytime Fitness Team • 24/7/365 Tech Support • Online Member Portal including account management



Full-Service Billing Proposal, continued.

Billing Services Fees	Deposit Options
ABC Processing Fee – 3.90% per successful transaction	Standard – ACH fee of \$5.00 per deposit per billing cycle (mid-month and end of month); \$10.00 per month
Credit Card Pass Thru Fees – Additionally, successful credit card transaction fees will apply: - American Express – 3.50% - Discover/MasterCard/Visa – 1.95% plus \$0.29 per transaction	Daily Deposits – ACH fee of \$29.00 per month per location
Club Posted Payment – 3.90% for payments received at the club or posted by the club to ABC	Additional Scheduled Deposits – ACH fee of \$5.00 per deposit, or WIRE fee of \$40.00 per deposit
All Other Payments – 7.00% for all forms of payment received other than EFT Bank Drafts, Credit Card Drafts, or Club Posted Payments, such as payment booklet/statements or received directly/indirectly by ABC	Unscheduled Early Deposits – ACH fee of \$25.00 per deposit, or WIRE fee of \$60.00 per deposit
Contract Storage Fees – \$0.15 per Cash/Paid in Full account	

Late and Service Fees	Return for Collections (RFC) Program
The Client grants ABC the right(s) to retain all late and service fees For all members that join the club, the following fees will apply: - Late Fee applied 11 days after due date if member is still delinquent (currently \$9.50) - Service Fee applied when a member's dues payment is declined or returned – Day 1 (currently \$19.50)	\$2.00 per membership agreement



ADDENDUM TO BILLING SERVICES AGREEMENT

WHEREAS, ABC and Client entered into a Billing Services Agreement attached hereto (the "BSA") pursuant to which Client agreed to be bound by the terms of this Addendum which are incorporated into the BSA;

WHEREAS, ABC has entered into an agreement with Worldpay, LLC ("Worldpay") governing acceptance of credit and debit card transactions initiated by Client which obligates it to obtain Client's agreement to abide by certain rules and regulations promulgated by Worldpay;

WHEREAS, the Client will receive substantial benefit and gain as a result of its members being able to make payments for Client services via credit and debit cards and therefore is willing to be bound by the rules and regulations as described herein; and

WHEREAS, all capitalized terms used herein but not otherwise defined shall have the meaning given to them in the BSA or the Operating Regulations (as defined below).

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client agrees that the by-laws, operating regulations, and/or all other rules, policies, and procedures, including but not limited to the Payment Card Industry Data Security Standards, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program and any other program or requirement (collectively, the Operating Regulations") that may be published and/or mandated by Mastercard International Inc., VISA U.S.A. Inc., Discover and certain similar entities (collectively, the "Associations") are incorporated by reference into this Addendum and that nothing in this Addendum shall be construed to interfere with or lessen the right of ABC, Worldpay's designated Member Bank or the Associations to terminate the BSA at any time. In the event of a conflict between this Addendum and the Operating Regulations, the Operating Regulations will control.

A. Client acknowledges and agrees:

- a.** it is responsible for the actions of its employees and agents;
- b.** it will comply with all applicable laws and regulations and all applicable parts of the Operating Regulations; including those parts regarding the ownership and use of Association Marks;
- c.** ABC or an Association is authorized to research Client's background including, but not limited to, credit background checks, banking relationships, and its financial history;
- d.** notwithstanding any provisions in the agreement to the contrary, information obtained in connection with Client's application or processing relationship may be shared with Association for any legitimate purpose;
- e.** it will notify ABC of any 3rd party that will have access to cardholder data;
- f.** it will comply with, and will contractually require its suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by an Association and demonstrate compliance with these security obligations; and
- g.** Associations may conduct, or direct another party to conduct, an audit of Client at any time, and Client must comply in all material respects with such audit until its completion.

B. Client represents and warrants that it will not:

- a.** discriminate against Cards or Issuers (e.g. limited acceptance options) except in full compliance with the Operating Regulations;



- b.** intermingle fees associated with an Associations' transactions with fees associated with other Card transactions in its pricing;
 - c.** submit any transaction to ABC that was previously charged back and subsequently returned to the Client, irrespective of Cardholder approval;
 - d.** knowingly submit any transaction that is illegal or that the Client should have known was illegal. Client acknowledges that such transaction must be legal in both Cardholder's and Client's jurisdiction;
 - e.** submit a transaction that it knows, or should have known is either fraudulent or not authorized by the Cardholder;
 - f.** require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other Card account data in plain view when mailed, nor request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations or this Addendum, including CVV2;
 - g.** add a surcharge to transactions, except as expressly permitted by, and in full compliance with, the Operating Regulations;
 - h.** charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Operating Regulations;
 - i.** disburse funds in the form of cash unless Client is participating in full compliance with a program supported by an Association for such cash disbursements and in full compliance with the Operating Regulations;
 - j.** submit a transaction that does not result from an act between the Cardholder and the Client;
 - k.** accept a Card issued by a U.S. Issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Operating Regulations;
 - l.** request or use a Card account number for any purpose other than as payment for its goods or services; and
 - m.** add any tax to transactions, unless applicable law expressly requires that a Client be permitted to impose a tax. In such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately."
- C.** Applicable to ABC Merchant Agreements for Clients participating in the American Express OptBlue Program. The following will only apply to Client's participation in the American Express Program, as controlled by the American Express OptBlue Program Operating Regulations. (Capitalized terms below are defined in the American Express Operating Guide or the American Express OptBlue Program Operating Regulations):
 - a.** Client must comply with and accept Cards in accordance with, the terms of its BSA and the American Express Merchant Operating Guide, as such terms may be amended from time to time.
 - b.** Client acknowledges that the American Express Merchant Operating Guide is incorporated by reference into this Agreement (and is available online at the following web link: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf).
 - c.** Client expressly authorizes ABC to submit transactions to, and receive settlement from, American Express on behalf of the Client.
 - d.** Client expressly consents (i) to ABC collecting and disclosing Transaction Data, Client Data, and other information about the Client to American Express; and (ii) to American Express using such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing



communication purposes within the parameters of the Program Agreement, and important transactional or relationship communications from American Express.

e. Client acknowledges that:

- ☐ By checking this box, Client opts out of receiving future commercial marketing communications from American Express.

- Client may continue to receive marketing communications, however, while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

f. Client acknowledges that it may be converted from the Program to a direct card acceptance relationship with American Express if and when it becomes a High CV Merchant in accordance with Section 10.5, "High CV Merchant Conversions".

- Client expressly agrees that upon conversion, (i) Client will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Client for Card acceptance.

g. Client acknowledges that American Express may use information obtained in the Client application at the time of setup to screen, communicate, and/or monitor Client in connection with Card marketing and administrative purposes.

h. Client agrees that it shall not assign to any third party any payments due to it under its respective ABC Merchant Agreement, and further agrees that all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Client may sell and assign future Transaction receivables to ABC, its affiliated entities and/ or any other cash advance funding source that partners with ABC or its affiliated entities, without consent of American Express.

i. Client agrees that American Express is a third-party beneficiary to the BSA and retains all rights, but not obligations, in the BSA that will fully provide American Express with the ability to enforce the terms of the BSA against the Client.

j. Client may opt-out of accepting Cards at any time without directly or indirectly affecting its rights to accept Other Payment Products.

k. Client agrees that ABC may terminate the Client's right to accept Cards if Client breaches any of the provisions in this Section or the American Express Merchant Operating Guide.

l. Client agrees that ABC has the right to immediately terminate a Client for cause or fraudulent or other activity, or upon American Express' request.

m. Client agrees that its refund policies for purchases on a Card must be at least as favorable as its refund policy for purchases on any Other Payment Products, and further agrees that the refund policy be disclosed to Cardmembers at the time of purchase and in compliance with Applicable Law.

n. Client acknowledges that it is prohibited against billing or collecting from any Cardmember for any purchase or payment on the Card unless Chargeback has been exercised, the Client has fully paid for such Charge, and it otherwise has the right to do so.



- o.** Client agrees it must comply with all Applicable Laws, rules, and regulations relating to the conduct of the Client's business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security."
- p.** Client agrees that it will report all instances of a Data Incident immediately to ABC after discovery of the incident.
- q.** Client agrees it will cease all use of and remove American Express Licensed Marks from the Client's website and wherever else they are displayed upon termination of the ABC Merchant Agreement or a Client's participation in the Program.
- r.** Client will ensure data quality and agrees that Transaction Data and customer information will be processed promptly, accurately, and completely, and will comply with the American Express Technical Specifications.
- s.** Client agrees it is solely responsible for being aware of and adhering to privacy and data protection laws and provide specific and adequate disclosures to Cardmembers of collection, use, and processing of personal data.

Except as specifically stated in this Addendum, the BSA shall remain in full force and effect.



EXHIBIT A TO BILLING SERVICES AGREEMENT

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and _____ ("Sub-merchant") in connection with the agreement between Sub-merchant and ABC Fitness Solutions, LLC ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Mastercard International Inc. ("Mastercard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. Sub-merchant agrees that the Operating Regulations of the Associations are incorporated by reference into this Agreement and that nothing in this Agreement shall be construed to interfere with or lessen the right of Acquirer or the Associations to terminate this Agreement at any time. In the event of a conflict between this Agreement and the Operating Regulations, the Operating Regulations will control. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities. Sub-merchant acknowledges and agrees:

- a. it is responsible for all the actions of its employees and agents;
- b. to comply with the by-laws, operating regulations, and/or all other rules, policies, and procedures, including but not limited to the Payment Card Industry Data Security Standards, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations (collectively "Operating Regulations"). Sub-merchant may review the VISA, Mastercard, and Discover websites for a copy of the Visa, Mastercard, and Discover regulations. The websites are:

<https://usa.visa.com/support/small-business/regulations-fees.html>

<http://www.mastercard.com/us/merchant/>

<https://www.discoverglobalnetwork.com/our-network/how-we-partner/>

- c. to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"); Provider or an Association is authorized to research Sub-merchant's background including, but not limited to, credit background checks, banking relationships, and its financial history;
- d. notwithstanding any provisions in the agreement to the contrary, information obtained in connection with Sub-merchant's application or processing relationship may be shared with Association for any legitimate purpose;
- e. it will notify Provider of any 3rd party that will have access to cardholder data;
- f. it will comply with, and will contractually require its suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by an Association and demonstrate compliance with these security obligations; and



- g. Associations may conduct, or direct another party to conduct, an audit of Sub-merchant at any time, and Sub-merchant must comply in all material respects with such audit until its completion.

2. Sub-merchant represents and warrants that it will not:

- a. discriminate against Cards or Issuers (e.g. limited acceptance options) except in full compliance with the Operating Regulations;
- b. intermingle fees associated with an Associations' transactions with fees associated with other Card transactions in its pricing;
- c. submit any transaction to Provider that was previously charged back and subsequently returned to the Sub-merchant, irrespective of Cardholder approval;
- d. knowingly submit any transaction that is illegal or that the Sub-merchant should have known was illegal. Sub-merchant acknowledges that such transaction must be legal in both Cardholder's and Sub-merchant's jurisdiction;
- e. submit a transaction that it knows, or should have known is either fraudulent or not authorized by the Cardholder;
- f. require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other Card account data in plain view when mailed, nor request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations or this Agreement, including CVV2;
- g. add a surcharge to transactions, except as expressly permitted by, and in full compliance with, the Operating Regulations;
- h. charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Operating Regulations;
- i. disburse funds in the form of cash unless Sub-merchant is participating in full compliance with a program supported by an Association for such cash disbursements and in full compliance with the Operating Regulations;
- j. submit a transaction that does not result from an act between the Cardholder and the Sub-merchant;
- k. accept a Card issued by a U.S. Issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Operating Regulations;
- l. request or use a Card account number for any purpose other than as payment for its goods or services; and
- m. add any tax to transactions, unless applicable law expressly requires that a Sub-merchant be permitted to impose a tax. In such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately.

3. Applicable to Provider Merchant Agreements for Sub-merchants participating in the American Express OptBlue Program: The following will only apply to Sub-merchant's participation in the American Express Program, as controlled by the American Express OptBlue Program Operating Regulations. (Capitalized terms below are defined in the American Express Operating Guide or the American Express OptBlue Program Operating Regulations):

- a. Sub-merchant must comply with, and accept Cards in accordance with, the terms of its Provider Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time.
- b. Sub-merchant acknowledges that the American Express Merchant Operating Guide is incorporated by reference into this Agreement. (And is available online at the following web link: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf).
- c. Sub-merchant expressly authorizes Provider to submit transactions to, and receive settlement from, American Express on behalf of the Sub-merchant.
- d. Sub-merchant expressly consents (i) to Provider collecting and disclosing Transaction Data, Sub-merchant Data, and other information about the Sub-merchant to American Express; and (ii) to American Express using such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the Program Agreement, and important transactional or relationship communications from American Express.
- e. Sub-merchant acknowledges that:



☐ By checking this box, Sub-merchant opts out of receiving future commercial marketing communications from American Express.

Sub-merchant may continue to receive marketing communications, however, while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

- f. Sub-merchant acknowledges that it may be converted from the Program to a direct card acceptance relationship with American Express if and when it becomes a High CV Merchant in accordance with Section 10.5, "High CV Merchant Conversions"
- g. Sub-merchant expressly agrees that, upon conversion, (i) Sub-merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Sub-merchant for Card acceptance.
- h. Sub-merchant acknowledges that American Express may use information obtained in the Sub-merchant application at the time of setup to screen, communicate, and/or monitor Sub-merchant in connection with Card marketing and administrative purposes.
- i. Sub-merchant agrees that it shall not assign to any third party any payments due to it under its respective Provider Merchant Agreement, and further agrees that all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Sub-merchant may sell and assign future Transaction receivables to Provider, its affiliated entities and/ or any other cash advance funding source that partners with Provider or its affiliated entities, without consent of American Express.
- j. Sub-merchant agrees that American Express is a third-party beneficiary to the Agreement and retains all rights, but not obligations, in the Agreement that will fully provide American Express with the ability to enforce the terms of the Provider Merchant Agreement against the Sub-merchant.
- k. Sub-merchant may opt-out of accepting Cards at any time without directly or indirectly affecting its rights to accept Other Payment Products.
- l. Sub-merchant agrees that Provider may terminate the Sub-merchant's right to accept Cards if Sub-merchant breaches any of the provisions in this Section or the American Express Merchant Operating Guide.
- m. Sub-merchant agrees that Provider has the right to immediately terminate a Sub-merchant for cause or fraudulent or other activity, or upon American Express' request.
- n. Sub-merchant agrees that its refund policies for purchases on a Card must be at least as favorable as its refund policy for purchases on any Other Payment Products, and further agrees that the refund policy be disclosed to Cardmembers at the time of purchase and in compliance with Applicable Law.
- o. Sub-merchant acknowledges that it is prohibited against billing or collecting from any Cardmember for any purchase or payment on the Card unless Chargeback has been exercised, the Sub-merchant has fully paid for such Charge, and it otherwise has the right to do so.
- p. Sub-merchant agrees it must comply with all Applicable Laws, rules, and regulations relating to the conduct of the Sub-merchant's business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security."
- q. Sub-merchant agrees that it will report all instances of a Data Incident immediately to Provider after discovery of the incident.
- r. Sub-merchant agrees it will cease all use of and remove American Express Licensed Marks from the Sub-merchant's website and wherever else they are displayed upon termination of the Provider Merchant Agreement or a Sub-merchant's participation in the Program.
- s. Sub-merchant will ensure data quality and agrees that Transaction Data and customer information will be processed promptly, accurately, and completely, and will comply with the American Express Technical Specifications.
- t. Sub-merchant agrees it is solely responsible for being aware of and adhering to privacy and data protection laws and provide specific and adequate disclosures to Cardmembers of collection, use, and processing of personal data."

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and Mastercard card types (i.e., consumer credit, consumer debit, and commercial cards) and Sub-merchant must display appropriate signage to indicate the same. Acquirer has no obligation other



than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sale made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any fraudulent, unauthorized, illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities. All fees associated with each Associations' transactions must be separate and distinguishable from fees associated with other Card transactions.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency, or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

4. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.
5. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number and shall be coterminous with Provider's agreement with Sub-merchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer determines Sub-merchant poses a financial or regulatory risk to Acquirer, Member Bank, or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association de-registers Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by Member Bank or any of the Associations.
6. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on



which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then-current Bank Card Merchant Agreement, which would be provided to Sub-merchant upon request, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

7. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Sub-merchant shall not disclose any Acquirer confidential information to any person or entity (other than to those employees or agents of Sub-merchant who participate directly in the performance of this Agreement and need access to such information, or, only to the extent strictly necessary, in response to a valid subpoena, court order, or Association requirement.) Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. An Association may audit or direct the audit of Sub-merchant at any time, and nothing herein shall limit an Association from limiting or terminating an agreement with Sub-merchant. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, Mastercard, and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, N. A., located in Cincinnati, OH, 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another similarly situated bank by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

EXHIBIT Q

PROVIDER ADDENDUM

**PROVIDER PROGRAM
FRANCHISE AGREEMENT ADDENDUM RIDER**

1. Effective Date of this Addendum: _____, 20__

2. Franchisee:

3. Principal Owner:

4. Franchised Location(s):

5. Effective Date of Franchise Agreement:

6. License Fee:

7. License Fee Commencement Date:

8. Launch Date:

9. Program Provider (check only one):

_____ Corporate Provider: _____

_____ Local Provider: _____

Local Provider Training Program Chosen (choose only one): A or [B]

PROVIDER PROGRAM FRANCHISE AGREEMENT ADDENDUM

This Addendum is made and entered on as of the Effective Date set forth in the Rider attached to this Addendum and is by and between Anytime Fitness Franchisor LLC (“we” or “us”) and the Anytime Fitness® franchisee identified in the Rider (“you”), and is an amendment to, and a part of, the Franchise Agreement identified in the Rider (the “Franchise Agreement”). All capitalized terms used in this Addendum not otherwise defined have the meanings ascribed to them in the Franchise Agreement.

INTRODUCTION

You and we are parties to a Franchise Agreement under which you operate an Anytime Fitness® center identified in the Rider (the “Center”). We have developed a voluntary Provider Program (the “Provider Program”) as part of the suite of products and services offered as part of the AF Recovery offerings. We are incorporating AF Recovery and the Provider Program into Anytime Fitness® centers, and you will now be granted the right to offer Provider Program services only at the Center(s) identified on the Rider to this Addendum, under the terms of this Addendum. Multiple Centers may be identified on this Addendum only if they are under identical ownership.

We currently have two Provider options: 1) a licensed Provider whom we have designated as a preferred corporate provider (“Corporate Provider”); or 2) a licensed Provider in your local area, provided that they are approved by us in writing in advance (“Local Provider”).

AGREEMENT

1. DEFINITIONS.

a. **“Confidential Informational”** means data and information: (i) relating to our Provider Program, regardless of whether the data or information constitutes a trade secret; (ii) disclosed to you or of which you became aware of as a consequence of your relationship with us related to the Provider Program; (iii) related to the Provider Program and having value to us; (iv) related to the Provider Program and not generally known to our competitors; and (v) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, operations, training and manuals, forms and documents used to support the Provider Program, and similar information; provided, however, that such term shall not mean data or information: (A) which have been voluntarily disclosed to the public, except where such public disclosure has been made by you without authorization from us; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain.

b. **“Derivative Work”** is any work that is based upon the Provider Program, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, incorporated, transformed or adapted in whole or in part.

c. **“PP Monthly Fees”** is the recurring monthly fee due from you for your participation in the Provider Program. As of the Effective Date of your Provider agreement, the PP Monthly Fees are 7% of the amount you receive in revenue from your Corporate

or Local Provider, per month. The PP Monthly Fees are subject to change upon written notice.

d. **“Principal Owner”** means anyone owning more than ten percent (10%) of the Center and who has signed and guaranteed the Franchise Agreement for the Center.

e. **“PP Training Fees”** means the fees, if any, due from you to us, if any, for Initial Training, as described in Section 3(a).

2. INITIAL PP TRAINING PROGRAMS.

The initial training provided to you as part of the Provider Program will vary based on the Provider with whom you are entering into a relationship. As of the Effective Date, the respective PP Training programs consist of:

a) Corporate Provider:

Together with the designated Corporate Provider with whom you have signed an agreement, we will provide up to two (2) days of initial classroom training at our corporate headquarters, on-site at your Anytime Fitness Center, in a virtual format, or at such other places as we may designate from time to time, at our sole discretion. You will also be required to complete a self-paced, online training course. The initial training program shall include coaching on implementing, operations, marketing, reporting and billing. By executing this Addendum, you agree that one (1) Principal Owner will attend the initial training program within ninety (90) days of executing this Addendum and prior to allowing your Provider to provide services in your Center. Successfully completing this initial training, will earn a one-time 600 CEC credit towards the CEC requirements outlined in your Franchise Agreement for the calendar year in which this initial training was taken.

b) Local Provider

You must choose one of the following:

A. Together with a representative from your Local Provider we will provide up to one (1) day of initial classroom training at our corporate headquarters, on-site at your Anytime Fitness Center, in a virtual format, or at such other places as we may designate from time to time, at our sole discretion. You will also be required to complete a self-paced, online training course. The initial training program shall include coaching on implementing, operations, marketing, reporting and billing. By executing this Addendum, you agree that one (1) Principal Owner will attend the initial training program within ninety (90) days of executing this Addendum and prior to allowing your Provider to provide services in your Center. Successfully completing this initial training will earn a one-time 600 CEC credit towards the CEC requirements outlined in your Franchise Agreement for the calendar year in which this initial training was taken;

OR

B. Together with a representative from your Local Provider we will provide up to two (2) hours of initial classroom training, led by a designated instructor, in a virtual format. You will also be required to complete a self-paced, online training course. The initial training program shall include coaching on implementing, operations, marketing, reporting and billing. By executing this Addendum, you agree that one (1) Principal Owner will attend the initial training program within ninety (90) days of executing this Addendum and prior to allowing your Provider to provide services in your Center. You will not

receive any CEC credit towards the CEC requirements outlined in your Franchise Agreement if you complete this training.

3. PROVIDER PROGRAM FEES.

a. PP Training Fees. The initial training provided to you as part of the Provider Program will vary based on the Provider you are entering into a relationship with and the option you choose, as applicable. As of the Effective Date, the PP Training Fees are:

Corporate Provider	Local Provider Option A	Local Provider Option B
\$2,000 flat rate	\$1,000 flat rate	No cost

The PP Training Fee is subject to change upon written notice.

In the event you do not have an open Center at the time you register for the initial training program, you shall pay all PP Training Fees at the time of registration for the online training course. If you have one (1) open Center, you authorize us to deduct the PP Training Fees from the remittance collected by our designated billing and payment processor for the Center hosting the Provider services on the first day of the month following the date of registration.

b. PP Monthly Fees. In consideration of our grant of the right to you to offer Provider Program services at your Center, you shall pay to us, in addition to the PP Training Fees, the PP Monthly Fees, on a monthly recurring basis on the due date of such fee. You authorize us to deduct the PP Monthly Fees and any additional costs from the remittance collected by our designated billing and payment processor for the Center.

You agree that any amount not received by us when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

c. Additional Support. If you request additional support, coaching or consulting by us (in whole or in part) to implement the Provider Program you agree to pay to us our then- current rates, plus reasonable travel expenses.

d. Required Equipment, Hardware, and Software. You must pay us, our affiliates, and/or our designated vendors for use of all required equipment, hardware, and/or software that meets our then- current standards and specifications in connection with the Provider Program as set forth in the Manual (as defined in the Franchise Agreement) or otherwise in writing.

4. PROVIDER CONTRACTS.

Prior to allowing your Provider to provide services in your Anytime Fitness Center both you and an authorized representative of your Provider must have signed the applicable Provider Contract and you must have provided us with a copy of the fully executed Provider Contract.

5. PROVIDER REVENUE.

You may charge your Provider only those fees identified in your Provider Contract. You may not charge

or otherwise receive from your Provider any other fees or any fees, portion of fees, or other payments that are calculated based on the revenue received by the Provider for providing Provider or related services. You agree to process all payments you receive from your Provider or otherwise in connection with your participation in the Provider Program through either our mandated Club Management Software or our mandated billing processor.

6. RECOVERY OR PROVIDER ROOM.

Prior to allowing your Provider to provide services in your Anytime Fitness Center, you agree to either: 1) convert an existing room; or 2) build a new room to serve as a "Recovery or Provider Room." The Recovery or Provider Room must meet the specifications set forth in the AF Design Standards and must be approved in writing by a member of the AF Construction & Design Team prior to use.

7. TERM AND TERMINATION.

a. The term of this Addendum will commence on the Effective Date set forth in the Rider attached to this Addendum, and subject to earlier termination as described herein, will automatically and immediately terminate upon the expiration or termination of the Franchise Agreement.

b. This Addendum automatically and immediately terminates upon the termination or expiration of any agreement between us or our affiliates and your Provider, if a Corporate Provider or, in the event your Provider is a Local Provider, this Addendum automatically and immediately terminates upon the termination or expiration of any agreement between you and your Provider.

c. Upon termination or expiration of this Addendum, all rights granted to you under this Addendum shall terminate, and you shall have the following obligations: (i) upon our request, you will immediately deliver to us all Confidential Information related to the Provider Program, including any operation manual or materials specific to the Provider Program, in your possession or control, and all copies and any other forms of reproductions of these materials and any other materials provided by us and all copies thereof of any other forms of reproductions of these materials, and you shall neither retain nor convey to another any copy or record of any of the foregoing and you agree that all these materials are our exclusive property; (ii) you shall immediately cease offering Provider services at your Center or to members of your Center; (iii) you shall comply with the applicable covenants contained in this Addendum and the Franchise Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or Confidential Information; and (iv) from and after termination of this Addendum, upon our request, you shall cooperate with us in connection with any steps required or appropriate to be taken as a result of the termination of this Addendum, and you shall furnish us, upon request, such further information, execute and deliver such other documents and do such other acts and things, all as we may reasonably request for the purpose of carrying out the intent of this Addendum.

8. TRANSFER.

In the event of the transfer or assignment of your Franchise Agreement, your transferee or assignee will be required to sign an addendum, in similar form to this Addendum, agreeing to continue to offer services as part of the Provider Program for the remaining term of the Provider Contract or the Franchise Agreement, whichever comes first, or, at the transferee's election, it may terminate this Agreement and comply with Section 7.

9. OWNERSHIP OF INFORMATION.

You acknowledge and agree that the information that we or our affiliates obtain from you or your affiliates through the access and use of the Provider Program or information in your records related to the Provider

Program is considered part of the Information System (as defined in the Franchise Agreement) and you must comply with all terms of the Franchise Agreement and the Manual (as defined in the Franchise Agreement) related to the Information.

10. CONFIDENTIAL INFORMATION/IMPROVEMENTS/COPYRIGHTS.

You acknowledge and agree that the Provider Program and the Confidential Information described in this Addendum are part of the System and subject to the same confidentiality restrictions as described in the Franchise Agreement. You must require your employees who have access to Confidential Information to sign a written covenant not to compete and confidentiality agreement. You will immediately report to us the theft, loss or destruction of any Confidential Information. You hereby agree that, during and after the Term, you, your owners, principals and employees will: (a) not use the Confidential Information in any other business or capacity, including any derivative or spin-off of the System or Provider Program; (b) maintain the absolute secrecy and confidentiality of the Confidential Information; (c) not make unauthorized copies of any portion of the Confidential Information, whether in tangible or intangible form; and (d) adopt and implement all procedures that we prescribe to prevent unauthorized use or disclosure of, or access to, the Confidential Information. You further acknowledge and agree that any Derivative Work is considered an Improvement, as described in the Franchise Agreement, and that many aspects of the Provider Program are Copyrighted Materials, as described in the Franchise Agreement.

11. ACKNOWLEDGMENTS.

You hereby acknowledge and agree that we and our affiliates, and their officers, directors, members, employees and agents, have not given any assurance, nor made any representation or warranty of any kind, expressed or implied, as to the quality, performance or financial potential of the Provider Program, the successful operation of the Provider Program and the Centers, or for any other purpose. You do not have the right to modify, edit, copy, reproduce, create Derivative Works, reverse engineer, alter, enhance, or exploit the Provider Program.

12. LIABILITY WAIVER.

You must ensure that any customer participating in any AF Recovery program associated with the Provider Program signs a waiver of liability releasing you, us, and our respective affiliates for any liability in connection with such Provider Program.

13. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS NOT INCLUDED IN THIS ADDENDUM. YOUR USE OF THE PROVIDER PROGRAM IS SOLELY AT LICENSEE'S OWN RISK. THE PROVIDER PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PROVIDER PROGRAM.

14. LIMITATION OF LIABILITY AND DAMAGES.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS,

LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY SUCH NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE USE OF THE PROVIDER PROGRAM OR THAT RESULTS FROM THE USE OR INABILITY TO USE THE PROVIDER PROGRAM EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, IN NO EVENT WILL OUR LIABILITY UNDER THIS ADDENDUM EXCEED THE AMOUNT OF FEES PAID BY YOU TO US HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LIABILITY IS INCURRED.

15. RELEASE.

In consideration of our license of the Provider Program to you and for our execution of this Addendum, you hereby release and forever discharge AF, and our affiliates, as well as their respective past and present members, shareholders, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims, known or unknown, that you may have against such parties, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to you, and any matters arising under the Franchise Agreement or under any other agreement between you and us or our affiliates.

The foregoing release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

16. DISCLAIMER OF PARTNERSHIP.

We and you agree that you and the Local Provider are not forming a partnership by the Provider Contract under any applicable law and have agreed not to take any steps or fail to take any steps that might suggest the formation of a partnership between them. You and the Local Provider agree that each will cooperate in defending any allegation that such a partnership has been formed.

17. GENERAL.

In other respects, the Franchise Agreement will continue in full force and effect. Any terms not defined in this Addendum will have the meaning described in the Franchise Agreement.

WE:
ANYTIME FITNESS FRANCHISOR LLC

YOU:

By: _____

By: _____

Its: _____

Its:

EXHIBIT R

ANYTIME NUTRITION PROGRAM ADDENDUM

**AF NUTRITION COACHING PROGRAM
FRANCHISE AGREEMENT ADDENDUM RIDER**

1. Effective Date of this Addendum: _____
2. Franchisee:
3. Principal Owner:
4. Franchised Location(s):
5. Effective Date of Franchise Agreement:
6. Monthly Fee Start Date:

AF NUTRITION COACHING PROGRAM FRANCHISE AGREEMENT ADDENDUM

This Addendum is made and entered on as of the Effective Date set forth in the Rider attached to this Addendum and is by and between Anytime Fitness Franchisor LLC (“we” or “us”) and the Anytime Fitness® franchisee identified in the Rider (“you”), and is an amendment to, and a part of, the Franchise Agreement identified in the Rider (the “Franchise Agreement”). All capitalized terms used in this Addendum not otherwise defined have the meanings ascribed to them in the Franchise Agreement.

INTRODUCTION

You and we are parties to a Franchise Agreement under which you operate an Anytime Fitness® center identified in the Rider (the “Center”). We have developed a voluntary AF Nutrition Coaching Program (the “AF Nutrition Coaching Program”) as part of the suite of products and services offered as part of the AF Nutrition offerings. We have licensed Stronger U, LLC’s personalized nutrition-based health coaching services (“AF Nutrition”). We have permission from Stronger U, LLC to sublicense AF Nutrition and by this Addendum are extending, on a limited basis, that license to participating Anytime Fitness clubs so that participating clubs can offer the necessary training, tools, and resources to deliver nutrition coaching directly to their members. This service will help participating clubs better serve their members by offering integrated nutrition coaching services locally. We are incorporating AF Nutrition and the AF Nutrition Coaching Program into Anytime Fitness® centers, and you will now be granted the right to offer the AF Nutrition Program only at the Center(s) identified on the Rider to this Addendum, under the terms of this Addendum. Multiple Centers may be identified on this Addendum only if they are under identical ownership.

AGREEMENT

1. DEFINITIONS.

a. **“Confidential Informational”** means data and information: (i) relating to our business, regardless of whether the data or information constitutes a trade secret; (ii) disclosed to you or of which you became aware of as a consequence of your relationship with us; (iii) having value to us; (iv) not generally known to our competitors; and (v) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, operations, training and manuals, forms and documents used to support the AF Nutrition Coaching Program, and similar information; provided, however, that such term shall not mean data or information: (A) which we have been voluntarily disclosed to the public, except where such public disclosure has been made by you without authorization from us; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means.

b. **“Derivative Work”** is any work that is based upon the AF Nutrition Coaching Program, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, incorporated, transformed or adapted in whole or in part.

c. **“Monthly Fees”** are the recurring monthly fee due from you for your participation in the AF Nutrition Coaching Program. The Monthly Fee is currently \$149 per month. The Monthly Fees are subject to change upon written notice but will not increase to more than \$249 per month.

2. REQUIREMENTS AND RESPONSIBILITIES OF PARTICIPATION.

- a. As conditions of participation in the AF Nutrition Program, you agree to the following:
- b. To offer AF Nutrition Program services the Center must be in good standing (not in default), must and must be authorized to offer the AF Training program services, either by a signed AF Training Addendum or by the terms of a signed Franchise Agreement;
- c. The Center must use Club OS, or another club management system that we designate, to create and sell AF Nutrition packages and may not create and/or sell AF Nutrition through any other system;
- d. You shall not permit independent contractor club staff or independent contractor personal trainers to offer AF Nutrition services or have access to AF Nutrition programming, training, intellectual property or other resources;
- e. Only those Center employees who complete the AF Nutrition curriculum to the approval of Stronger U, LLC representatives, and obtain an approved nutrition certification within 90 days of the completion of that curriculum, shall be permitted to offer AF Nutrition Program services to Center members or customers (“Nutrition Coach”).
- f. You must inform us and Stronger U when your members’ nutrition memberships expire or are terminated, so that nutrition coaching components are updated to the unpaid experience;
- g. You must inform us and Stronger U immediately if the employment status of any of your Nutrition Coaches changes so that coach access coaching tools and member information can be removed in a timely manner; of any ownership changes at the participating Center; of any manager staffing changes; and if you have any new staff that will be participating in the AF Nutrition curriculum; and
- h. You must inform us and Stronger U if an AF Nutrition client needs a new Nutrition Coach assigned; and if your Center does not have a qualified Nutrition Coach on staff you may not provide AF Nutrition Program services to your members and must cease providing services under any existing AF Nutrition packages however you will remain obligated to pay the Monthly Fees during such time as you do not have any qualified Nutrition Coaches on staff.

3. AF NUTRITION COACHING FEES.

- a. Monthly Fees. In consideration of our grant the right to you to offer the AF Nutrition Coaching Program at your Center, you shall pay to us, the Monthly Fees on a monthly recurring basis on the due date of such fee for the length of your partnership agreement. You authorize us to deduct the Monthly Fees and any additional costs from the remittance collected by our designated billing and payment processor for the Center.

You agree that any amount not received by us when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys’ fees.

- b. Additional Support. If you request additional support, coaching or consulting by us (in whole or in part) to implement the AF Nutrition Coaching Program you agree to pay to us our then-current rates, plus reasonable travel expenses.

- c. Required Equipment, Hardware, and Software. You must pay us, our affiliates, and/or our designated vendors for use of all required equipment, hardware, and/or software that meets our then- current

standards and specifications in connection with the AF Nutrition Coaching Program as set forth in the Manual (as defined in the Franchise Agreement) or otherwise in writing.

4. TERM AND TERMINATION.

a. The term of this Addendum will commence on the Effective Date set forth in the Rider attached to this Addendum, and is subject to earlier termination as described herein, will automatically and immediately terminate upon the expiration or termination of the Franchise Agreement.

b. Upon termination or expiration of this Addendum, all rights granted to you under this Addendum shall terminate, and you shall have the following obligations: (i) you will immediately deliver to us all Confidential Information related to the AF Nutrition Coaching Program, including any operation manual or materials specific to the AF Nutrition Coaching Program, in your possession or control, and all copies and any other forms of reproductions of these materials and any other materials provided by us and all copies thereof of any other forms of reproductions of these materials, and you shall neither retain nor convey to another any copy or record of any of the foregoing and you agree that all these materials are our exclusive property; (ii) you shall immediately cease offering AF Nutrition services at your Center or to members of your Center; (iii) you shall comply with the applicable covenants contained in this Addendum and the Franchise Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or Confidential Information; and (iv) from and after termination of this Addendum, upon our request, you shall cooperate with us in connection with any steps required or appropriate to be taken as a result of the termination of this Addendum, and you shall furnish us, upon request, such further information, execute and deliver such other documents and do such other acts and things, all as we may reasonably request for the purpose of carrying out the intent of this Addendum.

5. TRANSFER.

In the event of the transfer or assignment of your Franchise Agreement, your transferee or assignee will be required to sign an addendum, in similar form to this Addendum, agreeing to continue to offer services as part of the AF Nutrition Coaching Program for the remaining term of the Franchise Agreement.

6. OWNERSHIP OF INFORMATION.

You acknowledge and agree that the information that we or our affiliates obtain from you or your affiliates through the access and use of the AF Nutrition Coaching Program or information in your records related to the AF Nutrition Coaching Program is considered part of the Information System (as defined in the Franchise Agreement) and you must comply with all terms of the Franchise Agreement and the Manual (as defined in the Franchise Agreement) related to the Information.

7. INTELLECTUAL PROPERTY OWNERSHIP.

You acknowledge that nothing in this Agreement will be deemed to convey to you any rights or license under any patents, patent applications, inventions, copyrights, trade secrets, trademarks or other intellectual property rights (collectively, "Intellectual Property"). As it relates to Stronger U, LLC Stronger U shall own all right, title, and interest in and to all Intellectual Property, which shall include in-person nutrition coaching services, virtual coaching services, nutrition plans and related services, branding and in-person member experiences, and user interfaces (website, mobile application, nutrition devices), digital content delivery in all communication channels (mobile app, text, video chatting) including underlying data as specified herein (collectively, "Stronger U IP"). Stronger U has agreed to license core assets and the Stronger U IP to deliver the AF Nutrition services for the purposes of this Program. For avoidance of doubt, you agree that all ideas, feedback, opinions, discoveries, creations, improvements, know-how, designs, techniques, methods, and formulae that you or your club staff or contractors conceives, makes, develops or

improves as a result of this Agreement shall be Stronger U IP.

In the event that new technology, products, materials and the like, including any resulting Intellectual Property related thereto, are developed under this Agreement, the Parties desire to set forth their respective rights regarding the ownership and use of such technology, products, materials and associated Intellectual Property in a separate agreement.

8. CONFIDENTIAL INFORMATION/IMPROVEMENTS/COPYRIGHTS.

You acknowledge and agree that the AF Nutrition Coaching Program and the Confidential Information described in this Addendum are part of the System and subject to the same confidentiality restrictions as described in the Franchise Agreement. You must require your employees who have access to Confidential Information to sign a written covenant not to compete and confidentiality agreement. You shall be directly responsible and liable to us for any acts or omissions of its employees relating to Confidential Information as if such acts or omissions were your own. You will immediately report to us the theft, loss or destruction of any Confidential Information. You hereby agree that, during and after the Term, you, your owners, principals and employees will: (a) not use the Confidential Information in any other business or capacity, including any derivative or spin-off of the System or AF Nutrition Coaching Program; (b) maintain the absolute secrecy and confidentiality of the Confidential Information; (c) not make unauthorized copies of any portion of the Confidential Information, whether in tangible or intangible form; and (d) adopt and implement all procedures that we prescribe to prevent unauthorized use or disclosure of, or access to, the Confidential Information. You further acknowledge and agree that any Derivative Work is considered an Improvement, as described in the Franchise Agreement, and that many aspects of the AF Nutrition Coaching Program are Copyrighted Materials, as described in the Franchise Agreement.

9. ACKNOWLEDGMENTS.

You hereby acknowledge and agree that we and our affiliates, and their officers, directors, members, employees and agents, have not given any assurance, nor made any representation or warranty of any kind, expressed or implied, as to the quality, performance or financial potential of the AF Nutrition Coaching Program, the successful operation of the AF Nutrition Coaching Program and the Centers, or for any other purpose. You do not have the right to modify, edit, copy, reproduce, create Derivative Works, reverse engineer, alter, enhance, or exploit the AF Nutrition Coaching Program.

10. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS NOT INCLUDED IN THIS ADDENDUM. YOUR USE OF THE AF NUTRITION COACHING PROGRAM IS SOLELY AT LICENSEE'S OWN RISK. THE AF NUTRITION COACHING PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE AF NUTRITION COACHING PROGRAM.

11. LIMITATION OF LIABILITY AND DAMAGES.

You must ensure that any customer participating in any AF Nutrition program associated with the AF Nutrition Coaching Program signs a waiver of liability releasing you, us, and our respective affiliates for any liability in connection with such AF Nutrition Coaching Program. UNDER NO CIRCUMSTANCES,

INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY SUCH NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE USE OF THE AF NUTRITION COACHING PROGRAM OR THAT RESULTS FROM THE USE OR INABILITY TO USE THE AF NUTRITION COACHING PROGRAM EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, IN NO EVENT WILL OUR LIABILITY UNDER THIS ADDENDUM EXCEED THE AMOUNT OF FEES PAID BY YOU TO US HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LIABILITY IS INCURRED

12. RELEASE.

In consideration of our license of the AF Nutrition Coaching Program to you and for our execution of this Addendum, you hereby release and forever discharge AF, and our affiliates, as well as their respective past and present members, shareholders, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims, known or unknown, that you may have against such parties, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to you, and any matters arising under the Franchise Agreement or under any other agreement between you and us or our affiliates.

The foregoing release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

13. GENERAL.

In other respects, the Franchise Agreement will continue in full force and effect. Any terms not defined in this Addendum will have the meaning described in the Franchise Agreement.

WE:

YOU:

ANYTIME FITNESS FRANCHISOR LLC

By: _____

By: _____

Its: _____

Its: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	April 8, 2025 [Amendment Pending]
Illinois	March 31, 2025 [Amendment Pending]
Indiana	April 8, 2025 [Amendment Pending]
Maryland	Pending
Michigan	March 31, 2025, as amended April 24, 2025
Minnesota	April 15, 2025 [Amendment Pending]
New York	Pending
North Dakota	March 31, 2025 [Amendment Pending]
Rhode Island	April 1, 2025 [Amendment Pending]
South Dakota	March 31, 2025, as amended April 24, 2025
Virginia	Pending
Washington	Pending
Wisconsin	March 31, 2025, as amended April 24, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Anytime Fitness Franchisor LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Anytime Fitness Franchisor LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Anytime Fitness Franchisor LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Anytime Fitness Franchisor LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency referred to in Exhibit A. The franchisor is Anytime Fitness Franchisor LLC, 111 Weir Drive, Woodbury, MN 55125. Its telephone number is 651-438-5000.

ISSUANCE DATE: March 31, 2025, as amended April 24, 2025.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are

Franchise Seller Name	Business Address	Telephone Number
	111 Weir Drive, Woodbury, MN 55125	(651) 438-5000

Anytime Fitness Franchisor LLC authorizes the respective parties identified on Exhibit A to receive service of process for us in the particular state, except in the State of Minnesota, where any of our officers are authorized to receive service of process on our behalf.

I have received a Franchise Disclosure Document with an issuance date of March 31, 2025, as amended April 24, 2025.

This Franchise Disclosure Document included the following Exhibits:

A) List of State Agencies and Agents for Service of Process	I) Financing Documents
B) Table of Contents of Operations Manual	J) ProVision Technology Solutions Agreement
C) Lists of Franchisees and Franchisees who Left the System	K) Nationwide Mutual Insurance Company Bond Application
D) Financial Statements and Guarantee	L) Club Management Software Service Agreements
E) Franchise Agreement, Guaranty, General Release and State Specific Addenda to Franchise Agreement	M) Franchisee Questionnaire
F) Area Development Agreement, Guaranty and State Specific Addenda to Area Development Agreement	N) Coaching Suite Addendum
G) State Specific Addenda to Franchise Disclosure Document	O) Evolt Software Subscription Agreement
H) Healthy Contributions Agreement	P) ABC Merchant Services Agreement
	Q) Provider Program Addendum
	R) Anytime Nutrition Program Addendum

Please indicate the date on which you received this Disclosure Document, then sign and print your name below, indicate the date you sign this receipt, and promptly return one completed copy of the Receipt to Anytime Fitness, Franchisor LLC, at 111 Weir Drive, Woodbury, MN 55125. The second copy of the Receipt is for your records.

Date Disclosure Document Received:

Date Receipt Signed:

Prospective Franchisee's Signature

Print Name

Address: _____

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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Date Disclosure Document Received:

Date Receipt Signed:

Prospective Franchisee's Signature

Print Name

Address: _____
