FRANCHISE DISCLOSURE DOCUMENT

OTF Franchisor, LLC
a Delaware limited liability company
6000 Broken Sound Parkway NW, Ste. 200
Boca Raton, FL 33487
(954) 530-6903
info@orangetheory.com
www.orangetheory.com

OTF Franchisor, LLC offers franchises for the operation of health and fitness studios that offer members access to exercise equipment, including cardio and strength equipment, in a simple, contemporary atmosphere characterized by our signature, energizing orange color scheme and trade dress under the ORANGETHEORY® trademarks (a "**Studio**").

The total investment necessary to begin operation of an ORANGETHEORY® franchised business is $821,622 to $1,377,160 This includes $179,143 to $269,823 that must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 a different format, contact Franchise Sales at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487, sales@orangetheory.com, and (954) 530-6903.

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. Information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or 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.

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 G-1 and Exhibit G-2.
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 C 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 ORANGETHEORY® 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 ORANGETHEORY® franchisee?	Item 20 or Exhibit G-1 and Exhibit G-2 list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has 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 Risks to Consider About *This* Franchise

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

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

2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

4. **Spousal Liability.** Your spouse may be required to 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.

5. **Mandatory Minimum Payments.** You must make royalty payments, regardless of your sales levels. Failure to make the payments may result in termination of your franchise and loss of your investment.

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" (if any) to see whether your state requires other risks to be highlighted.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY <u>THE MICHIGAN FRANCHISE INVESTMENT LAW</u>

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 ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attn: Franchise
525 West Ottawa Street
Williams Building, 1st Floor
Lansing, Michigan 48933
Telephone Number: (517) 335-7567

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Exhibits

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Franchisor

The Franchisor is OTF Franchisor, LLC, referred to as "**we**," "**us**" or "**our**." "**You**" or "**your**" means the person who buys the franchise. If you are a corporation, partnership or other entity (an "**Entity**"), the provisions of the Franchise Agreement will apply to any owners of a legal or beneficial interest in you ("**Owners**"). This disclosure document will indicate when your Owners are also covered by a particular provision.

We are a Delaware limited liability company formed on December 10, 2018. We do business under our company name and under the trade and service marks ORANGETHEORY®, OT FIT®, OTF® and related trademarks, service marks and logos listed in Item 13 (collectively, the "**Marks**"). Our principal business address is 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487. Our agents for service of process and state administrators, if applicable, are listed in Exhibit A to this disclosure document.

We began to offer franchises in March 2019. We are not engaged in any other business activities and have never offered franchises in any other lines of business, except we offered franchises to become an ORANGETHEORY® area representative (an "Area Representative") from March 2019 to 2023. We do not operate any Studios.

Parents, Predecessors and 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 ("**SEB Guarantor**"). SEB Guarantor is a direct, wholly-owned subsidiary of one of our managers, Anytime Fitness, LLC ("**AFLLC**"). AFLLC is a direct, 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 a principal business address at 111 Weir Drive, Woodbury, Minnesota 55125, with the exception of UFH, which shares our principal business address.

Predecessors

On December 31, 2019, OTF Royalties, LLC, a Delaware limited liability company that shared our principal business address ("**OTFR**"), merged with us. From March 2019 to December 2019, OTFR was our direct parent company and acted as the franchisor for, and provided ongoing support services to, franchised Studios and Area Representatives that operated under franchise and area representative agreements executed prior to March 4, 2019. During that same period, we served as the franchisor for all ORANGETHEORY® franchise, area representative, and related agreements that were executed after March 4, 2019, including any transfers or renewals made by OTFR's franchisees and Area Representatives. Due to this arrangement, OTFR did not offer franchises in any line of business. As a result of the merger, we became the sole franchisor of the ORANGETHEORY® system, responsible for providing support to all ORANGETHEORY® franchisees and Area Representatives.

We are affiliated with Ultimate Fitness Group, LLC, a Delaware limited liability company that shares our principal business address ("**UFG**"). From July 2010 to March 2019, UFG offered and sold franchises for Studios and area representative businesses. Pursuant to a management agreement, UFG has provided management and support services to us as our manager from March 2019 to April 2024 and as our sub-manager since April 2024.

As we obtained the majority of our assets as a result of our merger with OTFR and OTFR originally obtained the majority of its assets from UGF, both OTFR and UFG are considered to be our predecessors.

Affiliates that Provide Services to Franchisees

Our affiliate, OTF Product Sourcing, LLC ("**OTF Sourcing**"), is the approved supplier for certain products and services that our franchisees are required to purchase for use in the Studios. OTF Sourcing shares our principal business address.

We have a management agreement with AFLLC in which AFLLC has agreed to provide certain management and support services to us. AFLLC has delegated that responsibility to UFG, as sub-manager, pursuant to the terms of the management agreement. As a result of the management agreement, AFLLC and/or UFG, acting on our behalf, may fulfill certain contractual obligations to our franchisees and Area Representatives, though we will be responsible and accountable to you to make sure that all services we promise to perform under a franchise agreement or other agreement with you are performed in compliance with the applicable agreement.

We have several affiliates that sell goods or services to our franchisees. PV Distribution LLC ("ProVision") 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") may sell Orangetheory Fitness branded and other products for use and retail sale in your Orangetheory Fitness studio. Healthy Contributions SPV LLC ("Healthy Contributions") is a data 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 111 Weir Drive, Woodbury, MN 55125. None of these affiliates has ever offered any fitness center franchises or franchises in any line of business, nor have they operated any fitness centers.

Affiliates that Operate Studios

Our affiliates, OTF Studios, LLC ("**OTF Studios**"), and OTF Property Holdings, LLC ("**OTFPH**"), directly or through wholly-owned subsidiaries own and operate certain Studios (the "**Affiliate-Owned Studios**"). As of December 31, 2024, there were 15 Affiliate-Owned Studios in operation. OTF Studios and OTFPH share our principal business address.

Affiliates with Franchise Programs

The following franchisors became affiliated with us on April 2, 2024, as a result of a transaction:

Our affiliate, Anytime Fitness Franchisor, LLC ("**Anytime**"), is the franchisor of the Anytime Fitness® brand. Its principal business address is 111 Weir Drive, Woodbury, Minnesota 55125. Anytime offers franchises under the Anytime Fitness name for the operation of fitness centers designed to operate with minimal overhead and labor costs. It or its predecessor, AFLLC, have been offering Anytime Fitness franchises since October 2002 and Anytime Fitness Express franchises from October 2006 to April 2024. As of December 31, 2024, Anytime Fitness had 2,290 franchised and 11 affiliate-owned centers in operation in the United States.

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 offered Anytime Fitness franchises in Spain since 2013. It has operated Anytime Fitness centers in Spain since October 2012. As of December 31, 2024, it had 38 franchised and 4 company-owned Anytime Fitness centers in Spain.

Our affiliate, Waxing the City Franchisor LLC ("**Waxing**"), is the franchisor of the Waxing the City® brand. Its principal business address is 111 Weir Drive, Woodbury, Minnesota 55125. Waxing 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 or its predecessor Waxing the City Worldwide, LLC, have offered these franchises since October 2012. As of December 31, 2024, Waxing had 151 franchised studios operating in the United States.

Our affiliate, The Bar Method Franchisor LLC ("**Bar Method**"), is the franchisor of the The Bar Method® brand. Its principal business address is 111 Weir Drive, Woodbury, Minnesota 55125. Bar Method offers boutique fitness studio franchises under the 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. Bar Method or its predecessors (The Bar Method Franchising, LLC and The Bar Method, LLC) have offered these franchises since June 2003. As of December 31, 2024, Bar Method had 73 franchised studios in operation in the United States.

Our affiliate, Basecamp Fitness Franchisor LLC ("**Basecamp**"), is the franchisor of the Basecamp Fitness® brand. Its principal business address is 111 Weir Drive, Woodbury, Minnesota 55125. Basecamp 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 or its predecessor, Basecamp Fitness, LLC, have offered these franchises since April 2020. As of December 31, 2024, Basecamp had 19 franchised and 4 affiliate-owned studios operating in the United States.

Except as described above, we do not have any affiliates that offer franchises or have offered franchises in any line of business. Except for our affiliates described above that have operated fitness businesses under different brands, OTF Studios, and OTFPH, we do not have any affiliates that conduct or have conducted a business of the type that you will operate. Except as described above, we do not have any affiliates that provide products or services to our franchisees.

<u>The Franchise</u>

We offer Studio franchises (the "**Franchises**") to qualified individuals and entities to develop and operate ORANGETHEORY® Studios under a comprehensive system we and our affiliates have developed (the "**System**"). Studios operate as contemporary fitness studios identified by an orange color scheme and trade dress, offering members access to exercise equipment, including cardio and strength equipment, and other related services and ancillary merchandise related to the ORANGETHEORY® concept. We market our services to customers of all ages above the age of 13 and all economic levels, but target adults between the ages of 18 and 60. While franchisees may from time to time, in our sole discretion, be permitted to participate in certain virtual or web-based platforms, the Franchises described in this disclosure document are for physical locations at which products and services are provided to customers on-site inside the Studio.

A typical Studio occupies approximately 1,800 to 3,200 square feet of space that may be either owned or leased from a third party. All Studios are constructed to our specifications as to size, layout, décor and the like. Studios are typically located in a metropolitan area or surrounding suburbs, and proximity to high traffic areas is desirable. A Studio may be located either in a freestanding building or in an in-line retail plaza space, but, in any event, ample parking, good visibility and availability of prominent signage are a necessity. Preferred locations for Studios are strip shopping centers with a mixture of residences and commercial facilities (offices and businesses) nearby.

Studios operate under the Marks, plus designs, artwork, trade dress, commercial symbols and e-names, all of which have gained and continue to gain public acceptance and goodwill. We may in the future create, use and license additional trademarks, service marks, logos, commercial symbols, e-names, designs, artwork and trade dress in conjunction with the operation of Studios.

Studios operate in accordance with the System. The distinguishing characteristics of the System include, but are not limited to, our Studio designs, layouts, and identification schemes (collectively, the "**Trade Dress**"), our specifications for equipment, inventory, and accessories; our website or series of websites for the promotion of the brand and the Studios (the "**System Website**"); our relationships with vendors; our software and computer programs; our online booking system; our reservation procedures; any fitness programs and classes that we have developed or may develop; the accumulated experience reflected in our training program, operating procedures, customer service standards, methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements ("**System Standards**") set out in our operations manuals ("**Manuals**") and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

You may purchase an ORANGETHEORY® franchise to develop and operate one Studio at a mutually agreed upon site (the **"Site"**) within an area that we will specify (the **"Site Selection Area"**) in a franchise agreement (the **"Franchise Agreement"**) that we and you will execute. Our current form of Franchise Agreement is included as Exhibit B to this disclosure document. You will have no obligation, nor any right, to open any additional Studios. Under the Franchise Agreement, you have no right to use the Marks or the System at any location other than the Site or to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution other than the operation of the Studio at the Site.

You will operate a Studio as an independent business unit utilizing the Marks, business concepts, support, guidance and materials developed by us. You will offer and provide products and services to the general public under the terms and conditions contained in the Franchise Agreement and Manuals, which you will be provided access to via our intranet. You must offer for sale all services, products, and merchandise we designate, unless you obtain our approval not to offer certain services, products or merchandise. You may not offer other services, merchandise or products without our prior written approval.

You must designate a single non-Entity Owner to serve as the "**Managing Owner**," with the responsibility of supervising the daily operations of the Studio and the power to bind you in their dealings with us.

Market

Your Studio will compete with other health clubs and businesses that offer similar products and services, including other national chains. The market is developed and competitive but has been continuing to expand to satisfy the needs of health and fitness enthusiasts. Depending upon your Studio's location and demographics, certain high/low seasons may exist. You will offer your products and services to the general public, although we target adults between the ages of 18 and 60.

Industry Regulations

You will have to comply with laws and regulations that are applicable to business generally (such as workers' compensation, OSHA, and Americans with Disabilities Act requirements). In addition, certain states and local governments have laws relating specifically to health and fitness clubs, including laws requiring postings concerning steroids and other drug use, requiring certain medical equipment in the club, limiting the supplements that health and fitness clubs can sell, requiring bonds if a health or fitness club sells memberships valid for more than a specified period of time, requiring club owners to deposit into escrow certain amounts collected from members before the club opens (so-called "presale" memberships), and imposing other restrictions on memberships that health or fitness clubs sell. You also must comply with all applicable laws, rules, and orders of any governmental authority concerning any pandemic or public health crisis, which may require businesses in the fitness industry to materially modify, limit, or cease operations for an indeterminate period.

Federal, state and local governmental laws, ordinances and regulations periodically change. It will be your responsibility to ascertain and comply with all federal, state and local governmental requirements in your jurisdiction. We do not assume any responsibility for advising you on these regulatory matters. You should consult with your attorney about laws and regulations that may affect your Studio.

ITEM 2

BUSINESS EXPERIENCE

Unless otherwise noted, all individuals serve in their current capacities in Boca Raton, Florida.

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.

Manager/Founder: David Long

Mr. Long is one of the co-founders of the ORANGETHEORY® concept. He has been our Manager since March 2019. He served as our Chief Executive Officer from December 2018 to November 2024. He also served as the Chief Executive Officer for OTF Sourcing from December 2018 to November 2024, and for OTFR from January 2019 to December 2019. He served as UFG's Chief Executive Officer from August 2009 to November 2024 and as one of its Managers since February 2016. Since January 2016, he has also served as a Manager of UFH. He served as President and Chief Executive Officer of OTF Studios from January 2016 to November 2024. Since June 2015, he has been a Board Member of Fresh Meal Plan LLC in Boca Raton, Florida.

Brand President: Lauren Cody

Ms. Cody has been our Brand President since January 2025. From January 2023 to December 2024 Ms. Cody, through Lumaver, LLC, based in Chicago, Illinois, performed business consulting services and acted as an independent Board member for various companies. From January 2022 to December 2022 she served as the Chief Customer Officer for AlerisLife located in Boston, Massachusetts. From August 2021 to December 2021 Ms. Cody was on garden leave. From August 2020 to July 2021 Ms. Cody was employed by Panera Bread located in Boston, Massachusetts where she served as the Chief Customer Officer and Chief of Staff to Panera's Chief Executive Officer. From January 2017 to July 2020 she served as a Corporate Vice President, Insights & Analytics for McDonald's Corporation based in Chicago, Illinois.

President Emeritus: David Carney

Mr. Carney has been our President Emeritus since January 2023. He served as our President from December 2018 to January 2023 and as President of UFG from July 2016 to January 2023, OTF Sourcing from December 2018 to January 2023, and OTFR from January 2019 to December 2019. He also served as Chief Operating Officer of UFG from September 2014 to June 2018. Since February 2016, he has also served as a Manager of UFH.

Chief Operating Officer: J.J. Creegan

Mr. Creegan has been our Chief Operating Officer since February 2024. From January 2023 to February 2024, he served as our Senior Vice President, U.S. Studios. From March 2020 to December 2022, he served as our Senior Vice President, Operations.

Chief Financial Officer: R. John Pindred

Mr. Pindred has been our Chief Financial Officer since April 2024. Mr. Pindred has served as the Chief Financial Officer of (i) our parent Purpose Brands Holdings, LLC since April 2024, (ii) Anytime, Bar Method, Basecamp, and Waxing since October 2021, and (iii) The Bar Method Franchising, LLC since September 2019. Mr. Pindred has also served as the Chief Financial Officer/Treasurer of AFLLC and Waxing the City Worldwide, LLC since November 2014 and Basecamp Fitness, LLC since August 2018. He has also served as the Chief Financial Officer of Purpose Brands Intermediate, LLC since July 2024. Mr. Pindred is located in Woodbury, Minnesota.

Chief Development Officer: Matt Stanton

Mr. Stanton has served as the Chief Development Officer for Purpose Brands since January 2025. From January 2023 to January 2025 he served as the Chief Development Officer for Anytime, Waxing, Bar Method and Basecamp. 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

Orangetheory Chief Development Officer: Richard Armstrong

Mr. Armstrong has been the Chief Development Officer for UFG since December 2022. From January 2016 to November 2022, he served as Vice President, Franchise Sales and Administration for Panera Bread Company in Needham, Massachusetts.

General Counsel: James Goniea

Mr. Goniea has served as the General Counsel and Secretary of Purpose Brands Intermediate, LLC since July 2024. Mr. Goniea has served as the General Counsel and Secretary for Anytime, Waxing, Basecamp and Bar Method since October 2021. He has held these same positions with Basecamp Fitness LLC, the predecessor of Basecamp, since August 2018 and The Bar Method Franchising, the predecessor of Bar Method, since September 2019. He has held the position of General Counsel with AFLLC since October 2017 and with Waxing the City Worldwide, LLC, the predecessor of Waxing, since October 2017. Mr. Goniea is located in Bluebell, Pennsylvania

Chief Technology Officer: Ameen Kazerouni

Mr. Kazerouni has been Purpose Brands' Chief Technology Officer since July 2024. He was the Chief Technology Officer for UFG from February 2023 until July 2024. From October 2020 to February 2023, he was the Chief Analytics Officer of us and UFG. From January 2019 to October 2020, he was Head of ML/AI Research and Platforms for Zappos in Seattle, Washington.

Senior Vice President of Global Studio Operations: APAC of UFG: Paul Reuter

Mr. Reuter has been UFG's Senior Vice President of Global Studio Operations: APAC since January 2023. Mr. Reuter served as the Senior Vice President of Global Studio Operations of UFG from January 2020 to December 2022. From January 2018 to December 2019, he served as the Senior Vice President of Operations of UFG.

Senior Vice President of Global Products and Supply Chain of UFG: David Urban

Mr. Urban has served as the Senior Vice President of Global Products and Supply Chain of UFG since March 2018. From October 2017 to March 2018, he was UFG's Director of Supply Chain.

Vice President of Franchise Sales: Parrish Lamb

Mr. Lamb has served as our Vice President of Franchise Sales since January 2014.

See Exhibit F for information regarding Area Representatives.

ITEM 3

LITIGATION

Rpash, Inc., David Regelean, and Tammie Regelean v. Ultimate Fitness Group, LLC and Dan Adelstein (Case No. 01-16-0000-3280, American Arbitration Association, filed January 28, 2016). David and Tammie Regelean own Rpash, Inc., an ORANGETHEORY® franchisee. The claimants entered into a franchise agreement with UFG in January 2014 for a Studio that was to be located in Mesquite, Texas. The claimants alleged they accepted a location in Mesquite, Texas based on alleged representations by UFG that the territory demographics met UFG's criteria for a Studio when they allegedly do not. UFG denied both that it made any misrepresentations and that the Studio location was not suitable for a franchise location. In the arbitration, the claimants asserted claims for breach of contract, unjust enrichment, and violation of the Florida Deceptive and Unfair Trade Practices Act and they sought an unspecified amount of damages, interest, costs, and attorneys' fees or, alternatively, rescission of the franchise agreement. UFG compelled mediation in accordance with the terms of the franchise agreement. The parties settled the dispute based upon the claimants' agreement to transfer their Studio and ORANGETHEORY® franchise to a transferee UFG had approved and UFG's reimbursement of $34,200 to the claimants and waiver of any transfer fees. The transfer of the franchised Studio was completed on November 14, 2016. The parties exchanged mutual releases of all claims. The arbitration was dismissed by the claimants with prejudice on January 5, 2017.

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 The 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 The Bar Method LLC (**"TBM"**) and an Illinois resident that TBM assigned to The Bar Method Franchising LLC (**"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 for any violations, 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 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 $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 this one action, no litigation is required to be disclosed in this Item.

See Exhibit F for any required disclosure relating to Area Representatives.

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.

Our Chief Financial Officer, R. John Pindred, was an officer of Family Christian, LLC, 5300 Patterson Avenue Southeast, Grand Rapids, Michigan 49530, from August 2004 until September 2014. On February 11, 2015, about 5 months after Mr. Pindred left that company, Family Christian, LLC, filed for protection under Chapter 11 of the United States Bankruptcy Code, Case No. 15-00643, United States Bankruptcy Court, Western District of Michigan. On August 11, 2015, Family Christian, LLC's Chapter 11 Plan of Liquidation, involving a sale of assets and continuity of operations, was confirmed. On August 1, 2016, the court issued its Final Decree Closing the Chapter 11 Case.

See Exhibit F for any required disclosure relating to Area Representatives.

ITEM 5

INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee equal to $59,950 for a single franchise (the "**Initial Franchise Fee**"), when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable. We reserve the right to decrease the Initial Franchise Fee in our sole discretion, on a case-by-case basis, or if we run a franchise marketing promotion. The Initial Franchise Fees paid to us during the fiscal year ended December 31, 2024 ranged from $0 to $59,950.

Technology Fees

Before you begin operating your Studio, you must license the web-based business management software that we designate ("**Management Software**") and other software that we or our designee prescribe from time to time. We charge an initial non-refundable $575 setup fee for the Management Software account. In addition, beginning with the month that you set up your Management Software account (typically, five months before opening of your Studio), you must begin paying us a monthly technology fee (the "**Technology Fee**") for certain products, services, licenses, and sublicenses related to the Technology System that we specify from time to time (as described in Items 8 and 11). Currently, the Technology Fee is $899 per month. This fee is subject to an annual increase of 10%. 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. The Technology Fee currently is used in part to reduce our costs to license, sublicense, or otherwise give you access to the Management Software, intranet ("**OTCONNECT**"), learning management system ("**Orange University**"), mobile app platforms, e-mail system, reporting platform, billing portal, video content platform (known as Splat TV), music platform, e-mail marketing platform, lead management (CRM) system, front desk applications, site selection assistance software, and other software and applications that we periodically specify (the "**Required Software**"). We may change the Technology Fee and the products, services, software, licenses, and sublicenses covered by the Technology Fee from time to time in the Manuals or otherwise in writing.

Purchases from OTF Sourcing

Before your Studio opens, you must purchase the following items from our affiliate, OTF Sourcing: (a) fitness equipment for your Studio, including free weights and cardiovascular equipment; (b) the proprietary OTbeat™ heart rate monitoring system ("**OTbeat™ System**") and an initial inventory of heart rate monitors and straps for membership presales; (c) OT Connect tablets and/or displays; and (d) an initial inventory supply of ORANGETHEORY® retail merchandise for display and sale at your Studio. We estimate the cost of the fitness equipment, the OTbeat™ System, and the OT Connect tablets or displays will range from $105,908 for a 1,800 square foot Studio to $193,053 for a 3,200 square foot Studio. We estimate the cost of the initial inventory supply of retail merchandise (including shirts, hats, shorts, gym bags, water bottles and other items as we periodically determine) will range from approximately $3,315 to $5,850. These payments are non-refundable.

Presales Training Program

For your first Studio, we require you to participate in our presales training program, which is designed to assist you in marketing your Studio in the community to create brand awareness and drive traffic, leads and membership sales during the presale/grand opening period (the "**Presales Training Program**"). We or our representatives will provide the Presales Training Program for a non-refundable fee of $4,900, plus the travel and living expenses of our representatives. For your subsequent Studios, we may require you to use this service in our sole discretion. Typically, we will require you to use this service if you fail to achieve a minimum of 60 presale memberships in the first four weeks of your presales activities.

Additional Initial Training Fee

We will train up to three trainees at no additional charge during the Initial Training Program. If you would like to bring additional attendees we charge a fee of $1,000 per trainee per session. This fee must be paid before the training begins and is nonrefundable.

ITEM 6

OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee [2]	8% of Gross Sales	Weekly	See Note 3 for the definition of Gross Sales. We will debit your bank account for the Royalty due.
Brand Fund Contributions	Currently, 3% of Gross Sales. May be increased up to 5% of Gross Sales.	Monthly	We may change the Brand Fund Contribution from time to time. We will debit your bank account for the Brand Fund Contributions due and contribute this amount to the Brand Fund, which is described in Item 11.
Minimum Monthly Local Advertising Spend	Greater of 2% of the Studio's Gross Sales from the prior month or $2,500.	Within 10 days of receipt of an invoice	You must spend this amount on advertising, promotions and public relations within the Territory. If you do not, we may require that you contribute the amount of any deficiency to the Brand Fund.

Type of Fee[(1)]	Amount	Due Date	Remarks
Cooperative Advertising	As determined by the Co-op, if one is formed in your area	As determined by Cooperative	We may establish an association of franchised and affiliate-owned Studios located in a designated geographic area (a "**Co-op**"). Each Studio in a Co-op is entitled to a single vote, whether operated by a franchisee or us or our affiliates. We and our affiliates currently do not control a majority of votes in any Co-op. There is no minimum or maximum Co-op contribution. We may collect funds on behalf of Co-ops that we manage. Co-op contributions count toward your required local advertising spend.
Successor Franchise Fees	50% of then-current initial franchise fee for new franchisees	Before renewal	Payable when, and if, you renew your Franchise Agreement. There are other conditions to renew.
Transfer/Assignment Fee	50% of then-current Initial Franchise Fee for new franchisees for a Control Transfer. 25% of the then-current Initial Franchise Fee for all other transfers (other than transfers to an Entity formed to operate the Studio).	Before consummation of the transfer or sale	Payable when, and if, you transfer or sell your franchise. There are other conditions to transfer. A "**Control Transfer**" means any transfer of (i) any interest in the Franchise Agreement; (ii) the Studio or all or substantially all of its assets; (iii) a 20% or greater interest in your Entity; or (iv) an ownership interest that results in a change in control over your Entity.
Interest and Late Fees	Lesser of 18% per annum or the highest rate permitted by law, plus $100 per week or portion of a week that the payment or report is overdue	On demand	Payable on all overdue amounts and reports. Interest begins from the date of non-payment or underpayment.
Audit Expenses	The cost of the audit, including any charges of independent accountants, travel expenses and per diem personnel charges	On demand	If you understate any payment owed to us by more than 2%, you must reimburse us for our actual costs incurred in conducting the audit, including attorneys' fees, accountants' fees, travel expenses and compensation of our employees. These fees will not exceed our actual costs.

Type of Fee[1]	Amount	Due Date	Remarks
Additional Initial Training	$1,000 per person per session	Before the training.	You only pay this fee for new or replacement personnel who must attend the Initial Training Program after your Studio opens. You are responsible for travel and living expenses incurred during training.
Studio Launch Training	$1,400 per person per session (for additional trainees, including replacement, or repeat trainees)	On demand	We provide training related to sales/operations and fitness programs ("**Studio Launch Training**") at no charge for up to eight fitness coaches and four sales associates attending the same initial program.
Refresher Training Fees	Currently, $250 per day per person trained. We may increase this fee but will not increase it to more than $500 per person per day.	On demand	We periodically may require you (or your Managing Owner) and/or, at our option, the Studio's studio manager to attend and complete to our satisfaction any supplemental or refresher training programs we choose to provide.
Conference Fees	$600 to $1,500 per person depending on the event.	On demand	We may require you (or your Managing Owner), your lead trainer and/or your Studio manager to attend various conferences. Currently, we require attendance at our Convention (which we expect will be less than $1,000 per person in 2025) and training summit (which we expect will be less than $600 per person in 2025). You are responsible for all travel and living expenses incurred by you and your personnel for attendance at any conferences.
On-Site Evaluation Fees	Our costs and expenses in connection with the on-site evaluation	On demand	Payable only if we determine that on-site evaluations are or become excessive. In that case, we may require you to reimburse us for our costs and expenses in relation to each evaluation, including the cost of travel, meals and lodging for our personnel.
Insurance Costs	Amount of premiums we pay, plus an administrative fee of $100.	On demand	Payable only if you fail to obtain or maintain required insurance coverage and we elect to obtain or maintain coverage for you.
Product Purchases	Typically $4,000 to $6,000 per year, but may vary based on your purchases.	Upon receipt of an invoice.	Payable to us or our affiliate. You will be required to make additional product purchases from our designated or approved suppliers.

Type of Fee[1]	Amount	Due Date	Remarks
Advertising Collateral	Currently, $1,000 to $5,000 per year, but may vary based on your purchases.	Upon receipt of an invoice.	Only payable if you request from us multiple copies of advertising materials.
Technology Fee	Currently, $899 per month, plus a $575 Management Software setup fee. The monthly fee is subject to an annual increase of 10%. Adjustments are compounded annually and cumulative including increases in any given year of greater than 10% to adjust for prior years when no increase was implemented.	As invoiced	Currently, this fee is paid for certain products, services, licenses, and sublicenses related to the Technology System. This fee is paid during the month of service and payments will commence upon the opening of your Management Software account for membership presales for your Studio. We may change the included products and services from time to time without any limitation.
Otbeat Fees	$149 per month and a one-time setup fee of $250. We may increase the monthly fee up to $500 per month and the setup fee up to $500.	As invoiced	You must purchase the OTbeat System from our affiliate upon opening your Studio and pay a one-time setup fee and a monthly fee to us and/or our affiliate for the related software. OTbeat Fees may increase and additional technology fees may be incurred from time to time.
Non-Compliance Fee	Up to $3,000 per notice of violation	10 days after notice of violation	We may assess a non-compliance for violations of the Franchise Agreement and/or the Manuals. We reserve all other rights and remedies.
Management Fee	A fee that we specify up to 15% of Gross Sales plus our actual costs and expenses	On demand	If you are in default of the Franchise Agreement, fail to maintain the Studio in accordance with our standards, or fail to have a trained manager on staff, we may send in our personnel to manage the Studio until the default is cured or you are able to meet our standards. If we manage your Facility, after a death or disability, the fee shall be 3% of Gross Sales plus our actual costs and expenses.

Type of Fee[(1)]	Amount	Due Date	Remarks
Indemnification	Will vary under circumstances	On demand	You must indemnify us and our affiliated parties when certain of your actions result in loss to us under the Agreements.
Costs and Attorneys' Fees	Will vary under circumstances	On demand	You will reimburse us for all costs in enforcing obligations if we prevail.

NOTES:

(1) All fees and expenses described in this Item 6 are non-refundable. Any limitations on our ability to increase a fee or other amount disclosed in this disclosure document only applies to Franchise Agreements signed in connection with this disclosure document. All limitations expire or otherwise terminate on the expiration or termination of the Franchise Agreement. Except as otherwise indicated in the chart above, we impose all of the fees and expenses listed, and they are payable to us or our affiliates. We may require you to pay any or all periodic or recurring fees by electronic funds transfer. If you fail to report the Studio's Gross Sales, or you withhold our access to accounting or financial systems or data we need to determine Gross Sales, we may debit your account for 150% of the last Royalty Fee and Brand Fund Contribution that we debited. If the amounts that we debit from your account are less than the amounts you actually owe us (once we have determined the Studio's actual Gross Sales), we may debit your account for the balance, plus any additional amounts owed under the Franchise Agreement.

(2) You must pay Royalties to us even if your minimum performance levels have not been met. You must meet the following minimum performance standards during the term of your Franchise Agreement (the "**Performance Standards**"):

Time Period*	Gross Sales (non-cumulative)
Year 1	$300,000
Year 2	$350,000
Year 3 and thereafter	$400,000

*Year 1 begins on the date on which the Studio first opens for member workouts of any kind and ends on the day before the first anniversary of such date. Each subsequent year runs for the same 12-month period thereafter.

If you do not achieve the Performance Standards during any year, then (i) you must pay us the difference between the Royalties actually paid and the amount of Royalties you would have paid if you had met the Performance Standards, within 10 days of our invoice; and (ii) develop and implement a business plan that we must approve in writing to improve performance. If you do not achieve the Performance Standards in two consecutive years, we may, among and in addition to other possible remedies, (a) terminate your protected rights to the Territory; (b) reduce the scope of the geographic area comprising the Territory in which you have protected rights; or (c) terminate the Franchise Agreement.

(3) "**Gross Sales**" means the total gross revenue from the provision of all products and services sold or performed anywhere through or by means of the Studio's business. For

example, Gross Sales includes (a) membership fees, initiation fees, enrollment fees, processing fees, paid-in-full dues, renewal fees, corporate/third-party payor fees, monthly dues and any fees or revenue generated and derived during any presales; (b) fees and charges for optional services; (c) fees charged to non-members using the Studio's services; (d) revenue derived from merchandise and product sales and other Core Business Operations and any Ancillary Business Operations that you or your affiliates perform; (e) payments (for example, rent and license fees) that contractors make to you relating directly or indirectly to their performance of Ancillary Business Operations; and (f) payments you receive from an insurer to replace or compensate you for revenue lost as a result of an insured risk that interrupted the operation of your Studio.

The term "**Core Business Operations**" means all mandatory business activities of or associated with the Studio, including, without limitation, the Studio's front desk and membership operations, all cardio and weight training functions, personal training services, group exercise classes, towel/locker services, and other services we designate from time to time. The term "**Ancillary Business Operations**" means business activities other than Core Business Operations, such as tanning services, massage services, chiropractic services, physical therapy services, and others we approve in writing. We may specify in the Manuals and periodically modify those business activities that will be deemed Ancillary Business Operations.

"Gross Sales" does not include taxes collected from the customer and paid to a taxing authority, refunds and credits provided to customers, and rent or fees collected from an unrelated business that is not directly accessible from the Studio.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Low	High	Method of Payment	When due	To whom payment is to be made
Initial Fee (1)	$59,950	$59,950	Lump Sum	On signing Franchise Agreement	Us
3 months rent + security deposit (2)	$21,042	$37,408	Installments	As agreed in lease or sublease	Landlord
Architect & Design Fees	$10,000	$17,000	As Agreed	As incurred	Outside suppliers
Furniture, Fixtures & Equipment	$14,215	$14,978	As Agreed	As incurred	Us or our affiliates
Office & Cleaning supplies	$3,500	$4,500	As Agreed	As incurred	Outside suppliers
Leasehold Improvements and Construction Costs (3)	$380,000	$766,500	As Agreed	As incurred	Outside contractors and suppliers

Type of expenditure	Low	High	Method of Payment	When due	To whom payment is to be made
Fitness Equipment (including installation) and OTbeat System (4)	$105,908	$193,053	Lump Sum	As incurred	OTF Sourcing; Third party (installation)
Technology - Software Licensing Fee (5)	$4,495	$4,495	As Agreed	Monthly	Us or our affiliates
Initial Inventory of Orangetheory® Fitness Retail Merchandise (6)	$3,315	$5,850	Lump Sum	As incurred	OTF Sourcing
Interior and Exterior Signage	$10,000	$15,000	As Agreed	As incurred	Outside suppliers
Technology System (7)	$41,429	$55,808	As Agreed	As incurred	Our affiliate and outside supplier
Pre-Sale and Grand Opening Advertising (8)	$36,000	$45,000	As Agreed	As incurred	Outside suppliers
Initial Training/Presales Training, plus expenses (9)	$6,250	$7,600	As Agreed	As incurred	Us
Miscellaneous Opening Costs (10)	$6,274	$11,274	Lump Sum	As incurred	Outside suppliers
Insurance (11)	$3,500	$5,000	Lump Sum	As incurred	Insurance Company
Additional Funds - 3 Months (12)	$115,744	$133,744	As Agreed	As incurred after Studio opens	Outside suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (excluding real estate purchase costs) (13)	$821,622	$1,377,160			

NOTES:

(1) Initial Fee. The low estimate is for franchisees who are opening their second or subsequent Studio. The high estimate is for a franchisee's first Studio. See Item 5.

(2) Deposit for Leasehold and Rent (3 months). If you do not already own suitable commercial space, the premises must be purchased or leased. We anticipate that most Franchisees will lease the premises. We require a commercial space of 1,800 to 3,200 square feet of interior space. We have based our estimate off of our affiliates' experience operating Studios and reviewing site leases. The cost of leasing or purchasing space will vary, depending on location and other market factors. In certain markets, especially major metropolitan markets (e.g., New York, San Francisco, Chicago), costs could be substantially higher due to prevailing market rates. In our experience, the landlord will typically offer free rent for an initial period, but we have not included the potential for free rent in the estimate. The initial investment includes your security deposit and the first 3 months of rent. The amount of the security deposit may vary significantly depending on whether you provide a personal guarantee to your landlord. If you purchase the premises, your initial investment will increase dramatically.

(3) Leasehold Improvements and Construction Costs. You will need to engage architects that we designate or approve to adapt our prototype designs and plans for the building in which you will locate your Studio in accordance with state and local building codes. Construction costs vary depending upon numerous factors, including the size and configuration of the premises and the cost of materials and labor for construction. The cost shown does not include the cost to purchase the building or site for the Studio. The range shown includes costs for end-cap, free-standing and in-line Studios. We have based our estimate on our affiliates' experience constructing Studios. The cost of leasehold improvements depends on the condition and size of the site, the local cost of contract work, and the location of the Studio. In certain markets, especially major metropolitan markets (e.g., New York, San Francisco, Chicago), costs could be substantially higher due to prevailing market rates for labor and materials. These estimates may also vary substantially based upon your ability to negotiate with your landlord. Some landlords provide a tenant improvement allowance that will cover some of these costs. In our last fiscal year, our franchisees reported receiving tenant improvement allowances ranging from $0 to $312,300, with $93,972 as the average reported allowance. The estimate has not been adjusted to reflect any potential tenant improvement allowances.

(4) Fitness Equipment (including installation) and OTbeat Start Up System . This includes free weights, cardiovascular equipment, and installation; the proprietary OTbeat System equipment; OT Connect tablets and displays; and an initial inventory of heart rate monitors and straps for membership presales. The cost will vary based on the size of your Studio. Additional heart rate monitors range are $75 each and additional straps costs approximately $4.75 to $6.50 each, depending on size, of which must be ordered for all members. (We also recommend that you keep extra straps on hand).

(5) Technology – Software Licensing Fee. We charge a monthly Technology Fee to all franchisees for accessing the Required Software. The Technology Fee is currently $899 per month and must be paid one month in advance, commencing with the month that you set up your Management Software account for membership presales for your Studio. This estimate includes three months of fees, as well as the $575 fee to set up the Management Software account.

(6) Initial Inventory of Orangetheory® Fitness Retail Merchandise. This estimate includes an initial mandatory start-up kit of inventory of branded merchandise, which includes items such as shirts, hats, shorts, gym bags, water bottles, towels, and related items as we determine. You should not assume that you can purchase inventory or other supplies on credit. See Item 8.

(7) Technology System. You must obtain, maintain, and use the hardware, software, other equipment, and network connections that we specify periodically in the Manuals necessary to operate our point of sale system, the membership management system, the accounting system, OTCONNECT, the training system, the online reservation system, the audio-visual system, and other technology systems that we designate (collectively, the "**Technology System**"). This estimate includes the cost of acquiring the required equipment in the Technology System, including desktop computers, televisions, entertainment devices, laptops, tablets, proprietary tablets for all rowers and treadmills, and all audio equipment for your sound system. This also includes music licensing fees paid to third-party music licensors. The Technology System is described in more detail in Item 11.

(8) Pre-Sale and Grand Opening Advertising. You must conduct a presale/grand opening program we approve. We anticipate that the cost of this Pre-Sale and Grand Opening Advertising will range from $36,000 (low) to $45,000 (high) depending on your market. You may spend more than the minimum amount that we require. See Item 11.

(9) Training. We provide initial training for up to three trainees for no charge. You must arrange and are responsible for all travel and living expenses for the people who attend the initial training program. Costs vary depending on the distance traveled and the type of lodging. This estimate does not include the cost of transportation. For your first Studio, you must participate in the Presales Training Program, as described in Item 5. You must also reimburse us for the travel and living expenses of our representative. For your subsequent Studios, we may require you to use this service in our sole discretion.

(10) Miscellaneous Opening Costs. This estimate is subject to any state and local requirements for licenses and permits. We have also included the cost of one automated external defibrillator ("**AED**") and training for CPR and AEDs, which every Studio must have, in this estimate. We have also included in these estimates the set-up for your Studio Management Software professional expenses for legal and accounting.

(11) Insurance. Insurance must be obtained to meet the minimum requirements established by the System Standards. See Item 8.

(12) Additional Funds – 3 Months. This is an estimate of the amount of additional operating capital that you may need during the first three months after opening your business based on the costs our affiliates have incurred opening and operating similar Studios. This estimate includes fees paid to us or our affiliates, additional funds you may need to pay employee salaries and wages, utilities, payroll taxes (including payroll to cover the pre-opening training period for your staff), and local marketing of $2,500 per month. You may be required to spend more than this amount based on your monthly Gross Sales.

(13) Total Estimated Initial Investment (excluding real estate purchase costs). The estimated initial investments shown are based primarily on the costs our affiliates have incurred in constructing and operating similar Studios, encompassing approximately 1,800 to 3,200 square feet. Your Studio may be larger or smaller, and your actual costs will vary depending on the size and location of your Studio. The amounts shown are estimates only and may vary for many reasons. Your actual costs will depend on factors such as how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the prevailing wage trade; competition; and the sales level reached during the initial period. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise.

We do not offer any direct or indirect financing for your initial investment for a Studio. The availability and terms of financing with third-party lenders will depend on factors such as the availability of financing generally, your credit, and policies of lending institutions concerning the type of business operated.

Unless otherwise stated, the costs and expenses described in the table are not refundable.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Authorized Products and Services. We have the right to require that furniture, fixtures, signs, and equipment (the **"Operating Assets"**) and products, supplies, and services that you purchase for resale or purchase or lease for use in your Studio: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased or leased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates). All of your advertising must be approved by us and you may not use digital or media agencies that we have not approved or an unapproved website or landing page or any other unapproved electronic medium for any of your marketing or advertising efforts.

You must offer to customers only the products, services, and classes we approve in writing. In addition, you must offer the specific products, services, and classes that we require in the Manuals or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products or services that we designate as mandatory. You may sell products and services only in the varieties, forms, and packages that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

You may be required to purchase certain products, equipment or services directly from us or our affiliates. Currently, we are the only approved supplier of the Management Software and other prescribed Required Software and are one of the approved suppliers for a cloud-based customer relationship management system. Our affiliate, OTF Sourcing, is the only approved supplier for: (a) fitness equipment, free weights and cardiovascular equipment; (b) the proprietary OTbeat heart rate monitoring including OTbeat heart rate monitors straps and pods); (c) certain Orangetheory® Fitness retail merchandise and promotional items; and (d) certain printed promotional materials. OTF Sourcing is also one of the approved suppliers for networking hardware and related installation and support services, but franchisees are not required to purchase these services from them.

In addition to the above, we may require that you, at your expense, enter into agreements with suppliers approved by us. Currently, you must purchase marketing materials, certain construction materials for build-out such as lighting, rubber flooring, lockers, tile, bathroom and shower fixtures, plastic laminate, paint, corner guards, reception desk, retail merchandise display wall and interior logo sign, manuals, membership key tags, sales book, musical licenses, an initial mandatory start-up kit of inventory of branded Orangetheory® Fitness retail merchandise, which includes logoed items such as shirts, hats, shorts, gym bags, water bottles, towels, and related items, only from suppliers designated as required, recommended or approved by us.

We may change approved and required suppliers from time to time, and we or our affiliates may be approved or designated suppliers for certain items. We will provide you with a current list of approved suppliers (including required and recommended suppliers) through updates to the Manuals or other forms of communication, including OTCONNECT and Orange University..

Development of Studio. We must approve the site for your Studio and the site must meet our then-current site criteria. If you lease the site for your Studio, you must have the landlord sign our then-current Lease Addendum (the current form of which is attached as Appendix D to the Franchise Agreement attached as Exhibit B to this disclosure document). Under the Lease Addendum, we will be granted the right, but not the obligation, to take possession of your Studio premises if your Franchise Agreement is terminated. Any Contractors performing any or all of the Ancillary Business Operations must be approved by us before performing any of these operations.

You must, at your expense, have an architect designated or approved by us prepare all required construction plans and specifications, based on our design drawings and specifications. You must, at your expense, use construction contractors designated or approved by us. You may not engage any architects or contractors that we have not approved.

Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and you must meet the other insurance-related obligations in the Franchise Agreement. The insurance policy or policies must be written by a responsible carrier or carriers reasonably acceptable to us and name us (or our designated affiliate) as an additional insured. Currently, we require you to obtain the following minimum coverage in accordance with our standards and specifications:

Type of Coverage	Minimum Amount
General Liability	\$1,000,000 each occurrence / \$2,000,000 aggregate
Property	Not less than actual replacement cost plus \$25,000 utility services direct damage, \$25,000 utility services business income, \$15,000 sign coverage, \$50,000 computer hardware and software coverage, \$25,000 employee dishonesty coverage, \$25,000 forgery and alteration coverage, \$20,000 money and securities coverage, and tenant building glass coverage
Professional Liability	\$1,000,000 each occurrence / \$3,000,000 annual aggregate \$100,000 each occurrence for sexual misconduct \$300,000 aggregate for sexual misconduct
Workers' Compensation	As required by law
Automobile Liability and Property Damage	\$1,000,000 per occurrence
Employment Practices Liability	\$250,000 annual aggregate with \$25,000 maximum deductible
Business Interruption and Extra Expense Limit	Not less than 75% of your annual revenue
Cybersecurity	\$250,000 per occurrence

These amounts are minimum requirements. You should consult with your own insurance broker and advisors to determine the types and amounts of coverage that you need or desire to provide sufficient coverage for your business in addition to the coverage required by us. We may periodically modify the types of coverage required or increase or decrease the amounts of coverage required.

You must also carry the insurance required by your landlord and applicable law. We may specify an insurance agency or insurer as the designated supplier for this service. The cost of your insurance coverage will vary depending on the insurance carrier's charges, the terms of payment, and your insurance history.

Technology System. Currently, we require you to purchase or lease most of the components of the Technology System, including specific products that we specify, from our affiliate and from a single designated supplier, depending on the item. We may require you to purchase installation services from a vendor that we approve or designate. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute any software license agreements that we or the licensor of the software require and any related software maintenance agreements. We may require you to maintain service support contracts and/or maintenance service contracts and implement and periodically make upgrades and changes to the computer hardware and software, and credit card, debit card and other non-cash payment systems.

Approval Process. If you would like to offer products or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved (but only for items for which we have not mandated a sole supplier), you must submit a written request for approval and provide us with any information that we request. We may specify in the Manuals, but are not required to, our criteria for approving suppliers, service providers, or particular items. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We may require the proposed supplier or service provider to visit our headquarters to evaluate the proposed supplier or service provider in person. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable after we receive all information required by us and following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer in your Studio may differ from those that we permit or require to be offered in other Studios.

We reserve the right to re-inspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider at and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you must cease purchasing or leasing the formerly-approved item or service or any items or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct. If we revoke approval of a previously-approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

We may limit the number of approved suppliers with whom you may deal, designate sources that you must use and/or refuse any request for alternative suppliers for any reason, including that we have already designated an exclusive source (which may be us or our affiliates) for any particular item or service if we believe doing so is in the best interest of our franchise system.

Standards and Specifications. You must operate the Studio according to our System Standards. System Standards may regulate, among other things, the types, models and brands of required fixtures, furnishings, equipment, signs, software, materials and supplies to be used in operating the Studio, required or authorized products and product categories and designated or approved suppliers of such items (which may be limited to or include us or our affiliates). We do not make any express or implied warranties with respect to any products or goods we recommend for your use. Our standards and specifications may impose minimum requirements for quality, cost, delivery, performance, design and appearance, delivery capabilities, financing terms, and ability to service our franchise system as a whole. We may, at any time, change, delete, add to or modify any of our standards and specifications. These changes, deletions, additions or modifications, which will be uniform for all franchisees, may require additional expenditures by you. We will notify you in our Manuals or other communications of any changes to our System Standards or approved suppliers or service providers.

Revenues and Payments from Required Purchases. We and our affiliates may derive revenue or other benefits based on your purchases and leases, including from charging you for products and services we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. In our fiscal year ended December 31, 2024 our affiliate received rebates ranging from 1-20% of the price of the item purchased, depending upon the item. We and our affiliates may use all amounts received from you or suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate.

OTF Sourcing has arrangements with certain suppliers to receive rebates as a result of required purchases from these suppliers. During the fiscal year ended December 31, 2024, OTF Sourcing earned $2,156,257 from rebates. During the fiscal year ended December 31, 2024, OTF Sourcing earned revenues of $38,596,036 from required purchases by franchisees (not including the rebates described above). This information was taken from its own internal financial records.

During the fiscal year ended December 31, 2024, we earned revenues of $19,274,306 from required purchases by franchisees, which was 16.2% of our total revenue of $119,284,022. This information was taken from our audited financial statements and our internal financial records. We did not earn any revenue from franchisee leases.

Proportion of Purchases Subject to Specifications. We estimate that the cost to purchase and lease all equipment, inventory and other items and services that we require you to obtain from us or our affiliates, from designated suppliers, or in accordance with our specifications is approximately 90% of the total cost to purchase and lease equipment, inventory, and other items necessary to establish a Studio and 70% of the total cost to purchase and lease equipment, inventory, and other items to operate a Studio.

Cooperatives and Purchase Arrangements. We are not involved in any purchasing or distribution cooperatives. We may, but are not obligated to, negotiate purchase arrangements with suppliers for the benefit of franchisees. As of the issuance date of this disclosure document, we have not negotiated any such arrangements.

Material Benefits. We do not provide material benefits to franchisees (for example, renewal of existing or granting additional franchises) based on their use of designated or approved suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligations	Section In Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 3(a) and 3(b)	7, 8, 11 and 12
b. Pre-opening purchases/leases	Sections 3(c), 3(g), and 6(j)	5, 6, 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 3(c), (d), (e), (f) and (g); Section 4(a)	6, 7, 8, and 11
d. Initial and ongoing training	Section 4	6, 7, and 11
e. Opening	Section 3(e)	11
f. Fees	Sections 1(f), 2(b), 3(a)(iii), 4(a), 4(b), 5, 6(j), 9(b), 10(c), 10(d), 11(b), 16(c)(ii), 17(a), 18(a), and 21(l)	5, 6, 7, and 11
g. Compliance with standards and policies/Operating Manual	Sections 4(d) and 6	5, 8, 11, 12, 13, 14, 15, and 16
h. Trademarks and proprietary information	Sections 12, 13, and 15	13, 14, and 17
i. Restrictions on products/services offered	Sections 3(c), 3(d), 3(f), 3(g), and 6	8, 11, and 16
j. Warranty and customer service requirements	Sections 6(a) and 6(h)	11
k. Territorial development and sales quotas	Section 1(f)	12
l. On-going product / service purchases	Section 3(g), 6(c), 6(f), 6(g), 6(h), 6(i), 6(j), and 6(l)	8, 11, and 16
m. Maintenance, appearance and remodeling requirements	Section 2(b)(vi) and 6(l)	7 and 11
n. Insurance	Section 18(b)	7 and 8
o. Advertising	Sections 3(f), 7 and 8	6, 7, 8, and 11
p. Indemnification	Section 18(a)	6
q. Owner's participation/ management/ staffing	Sections 4(c), 6(k), 14 and 20	11 and 15
r. Records and reports	Section 9(c)	6, 11, and 17
s. Inspections and audits	Sections 9(a) and 9(b)	6 and 11
t. Transfer	Section 10	6 and 17
u. Renewal	Section 2(b)	6 and 17

Obligations		Section In Agreement	Disclosure Document Item
v.	Post-termination obligations	Section 17	17
w.	Non-competition covenants	Sections 14 and 17(d)	17
x.	Dispute resolution	Sections 21	17

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 an arrangement with a third-party equipment lender who provides 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 the lender listed below. Our current lender relationship, as of the date of this disclosure document, is described below:

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Yrs)	Interest Rate
Equipment Lease (Treadmills only)	Regions Bank d/b/a Ascentium Capital	None, but may require advance payments	Total equipment cost plus financed soft costs such as delivery and install, extended warranties	5	From 7.99% - 10.99% per annum at the time of this disclosure. All rates are fixed.
Monthly Payment	**Prepay Penalty**	**Security Required**	**Liability Upon Default**	**Loss of Legal Right on Default**	
Varies. Currently ranging between $1200 - $2400 for most approved studios	None. Prepayment prohibited	Personal Guarantee	Termination of lease, recapture of equipment, past due and future payments, late payment charges, costs of collection and enforcement of rights	Lose any security rights upon recapture of equip.	

We have entered into an agreement with Ascentium Capital, a division of Regions Bank ("Ascentium"), under which Ascentium will offer lease financing to our Franchisees who meet Ascentium's credit requirements to cover the cost of treadmills (the "Equipment") and related soft costs, such as shipping and installment, for a Studio.

If you request and are approved for lease financing, you will sign a Rental Agreement and an Addendum to the Rental Agreement (together, the "Agreement") with Ascentium. Under the

Agreement, Ascentium is the lessor and owner of the rented Equipment, and you are the lessee. The term of the Agreement will be 60 months, and it cannot be prepaid or terminated early. At the end of the rental term, you are required to return the Equipment to Ascentium. For most franchisees, the franchisee's owners must personally guarantee repayment of the Agreement.

Depending on various factors, Ascentium will provide lease financing for Equipment costing between $25,000 to $300,000, with most approved Agreements having an Equipment cost between $65,000 and $110,000. The amount of your monthly payments will depend on the Equipment costs, market conditions, and your credit worthiness. Monthly payments are fixed for the term of the Agreement. Agreement payments include an internal rate of return to Ascentium (the "Rates"). The Rates offered by Ascentium may change over time depending on market conditions. As of the issuance date of this disclosure document, Rates range from 7.99% to 10.99% per annum. Generally, Ascentium will not require a down payment but may require one or more payments in advance.

You must insure the Equipment, at your cost, against all loss during the term of the Agreement. If you fail to satisfy your insurance obligations, Ascentium may obtain insurance on the Equipment and you must pay Ascentium all charges for obtaining the insurance including its administrative fees.

You may be charged a late fee of up to 10% of the payment amount on any late payments and a returned item fee of $30 for each check or ACH payment returned by your bank. You will be in default under your Agreement if you fail to make any payment when due; if you or any guarantor become insolvent, file a petition in bankruptcy, make an assignment for the benefit of creditors or admit the inability to pay debts as they become due; if you or any guarantor terminate existence or take any action to cease or wind up your business affairs; you breach any obligations under your Agreement with Ascentium; or you merge, consolidate with, or sell substantially all of your assets or a majority of your ownership interests to any third party without Ascentium's prior written consent. If you are in default, Ascentium may declare all remaining payments under the Agreement (plus Ascentium's booked residual interest in the Equipment if any) to be immediately due and payable, discounted at 3% per annum. After you default, Ascentium can take possession of the Equipment and sell it or re-lease it, and you will be liable for any deficiency. If Ascentium brings a legal action against you, they can bring that action in Jefferson County, Alabama, and you waive your right to a trial by jury and the right to object to them bringing the action in Alabama. The Agreement documents are governed by applicable federal law and the laws of Alabama. You also may be required to reimburse Ascentium for all costs they incur in enforcing their rights, including attorney's fees and costs of repossession, repair, storage, and remarketing of the Equipment. In addition, after default, Ascentium may charge you interest on past due amounts at 18% per annum.

A sample of the Ascentium Rental Agreement, Personal Guaranty, and Entity Guaranty are attached hereto as Exhibit I.

We do not guarantee any note, lease or other obligation you incur. 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 listed below, we are not required to provide you with any assistance.

As noted in Item 1, under a management agreement with AFLLC for the provision of support and services to ORANGETHEORY® franchisees, AFLLC and/or UFG, as sub-manager, may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement. However, we remain responsible for all of the support and services required under the Franchise Agreement.

If we have appointed an Area Representative in the area in which your Studio is located, this Area Representative may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement.

<u>Pre-Opening Obligations</u>

Before you open your Studio, we will:

1. Designate your Site Selection Area if a Site has not already been selected. (Franchise Agreement §1(a))

2. Furnish to you site selection guidelines, site selection counseling and assistance, and such on-site evaluation(s) as we consider necessary and appropriate as part of our evaluation of your request for acceptance of a proposed site. We do not typically own sites that we lease to franchisees. (Franchise Agreement §3(a)(i))

3. Review and accept or reject a site you propose within 15 days after receiving the complete site proposal and other materials. (Franchise Agreement §3(a)(v))

4. Review and, in our reasonable judgment, approve each letter of intent, lease, sublease, or purchase agreement (and any renewals and amendments thereof) that will govern your acquisition, occupancy and/or lawful possession of the Site (collectively, "**Site Agreements**"). (Franchise Agreement §3(b)(i))

5. Loan to you a set of sample architectural and design plans and mandatory and suggested specifications including requirements for dimensions, design, color scheme, image, interior layout, décor, fixtures, equipment, signs and furnishings, for a Studio. You must independently, at your expense, have the architectural and design plans and specifications adapted for construction of the Studio in accordance with our approved plans and specifications. (Franchise Agreement §3(c))

6. Review and, in our judgment approve, your initial space plans in writing and then approve your final architectural plans, construction plans and specifications through a Certificate of Approval. In developing your Studio, you must follow the steps described under "Site Selection and Studio Development" below. (Franchise Agreement §3(c))

7. Provide you with access to our Manuals, which are currently accessible through OTCONNECT and Orange University. (Franchise Agreement §4(d))

8. If the Franchise Agreement relates to your first Studio, we will provide the Initial Training Program, Studio Launch Training, and Presales Training Program described below. (Franchise Agreement §4(a))

9. Assist you in planning the pre-opening and grand opening marketing program for the Studio, which will include parameters that must be met before you obtain our approval to open your Studio, including at least 250 qualified presale memberships for your Studio. (Franchise Agreement §3(f))

10. Provide you with information regarding approved, required and preferred products, classes, services and suppliers. (Franchise Agreement §6(c) and (f))

11. Make available to you the Required Software. (Franchise Agreement §6(c))

12. Arrange for you to purchase the certain required equipment and products from OTF Sourcing. (Franchise Agreement §6(c) and (f))

13. Provide you with recommend pricing tiers for your market based on local market conditions. If we determine that we may lawfully require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Manuals or otherwise in writing from time to time. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with any advertising policies we adopt from time to time which prohibit you from advertising a price for such product or service that is different from our suggested retail price. (Franchise Agreement §6(c)(vii))

Continuing Obligations

After you open the Studio, we will:

1. Provide you with information regarding approved, required and preferred products, classes, services and suppliers. (Franchise Agreement §6(c) and (f))

2. Provide you with ongoing access to the Manuals, which we may update from time to time. (Franchise Agreement §4(d))

3. Provide training programs to your replacement lead trainers for our then-current fee. (Franchise Agreement §4(b))

4. Provide you with a written summary of any evaluations we conduct at your Studio, if we elect to conduct such evaluations. (Franchise Agreement §9(a))

5. Maintain and administer directly or through our affiliates the general marketing and development fund (the “**Brand Fund**”) as described below in this Item. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. (Franchise Agreement §4(b))

6. Review and, in our sole judgment, approve your requests to conduct Ancillary Business Operations at the Studio. You must follow any conditions that we specify related to such operations. (Franchise Agreement §4(c))

7. Review and, in our sole judgment, approve your requests to conduct or be involved in any websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "**Digital Marketing**") that use the Marks or that relate to the Studio or the network. (Franchise Agreement §8(g))

8. Review and, in our sole judgment, approve your request to offer products, services, or classes or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved. (Franchise Agreement §6(f))

Advertising, Marketing, and Promotion

Our Advertising. We are not obligated to develop, produce, or conduct any advertising or promotional programs, other than through the Brand Fund. If we conduct media advertising, we may use direct mail, print, radio, Internet, or television, which may be national, regional, or local in scope. We may produce the marketing materials in-house or employ a local, regional, or national advertising agency. We are not obligated to conduct any advertising or marketing programs within your market.

Brand Fund. We or our affiliates (currently, UFG) administer a Brand Fund to promote Studios on a system-wide basis. Upon the opening of your Studio, you must begin paying a monthly Brand Fund contribution in an amount we designate (currently 3% of Gross Sales). We may increase or decrease the contribution amount in the future in our sole judgment up to 5% of Gross Sales. Currently, all Affiliate-Owned Studios contribute to the Brand Fund on the same basis as you do, but we may change this policy in the future. We reserve the right to defer or reduce contributions of any or all Studio franchisees and, upon 30 days' prior notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund.

We or our designee will maintain and administer the Brand Fund as follows:

a. The Brand Fund will be intended to promote recognition and acceptance of the Marks generally. We will direct all advertising programs produced, funded, or sponsored by the Brand Fund. We will have sole discretion to approve or disapprove the creative concepts, materials, and media used in those programs, the placement of the advertisements, and the allocation of the money in the Brand Fund to production, placement, or other costs. The Brand Fund may be used to pay the costs of preparing, producing, and distributing materials in any form or format; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; developing marketing and advertising training programs and materials; conducting market research and secret shopper programs; creating, maintaining, and optimizing the System Website, other websites, and applications; implementing keyword or adword purchasing programs; conducting and managing social media activities; supporting public relations and other advertising, promotion and marketing activities; and reimbursing administrative costs. (Franchise Agreement - §7(b) and (d))

b. In administering the Brand Fund, we and our designees are not required to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you or any particular Studio benefits directly or pro rata from the placement of advertising. We are not required to spend any advertising monies in your Territory. (Franchise Agreement - §7(d))

c. The Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the Brand Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Brand Fund. We have no fiduciary duty to you, or any other franchisees, or your or their respective owners with regard to the operation or administration of the Brand Fund. (Franchise Agreement - §§7(c))

d. The Brand Fund may from time to time furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges. (Franchise Agreement - §7(b))

e. We may spend in any fiscal year an amount greater or less than the contributions to the Brand Fund in that year, and the Brand Fund may borrow from us or other lenders to cover deficits of the Brand Fund. If we lend money to the Brand Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. If excess amounts remain in the Brand Fund at the end of the year, the money will remain in the Brand Fund in the next year. (Franchise Agreement - §7(c))

f. An unaudited statement of the operations of the Brand Fund will be prepared annually by us. If you submit a written request to us requesting to review the statement, we will provide you with a copy of the statement after its preparation for the most recently completed fiscal year. We may, from time to time, cause the Brand Fund to be audited, but there is no requirement to do so. (Franchise Agreement - §7(c))

g. Although the Brand Fund is intended to be of perpetual duration, we may terminate the Brand Fund. If the Brand Fund is terminated, all unspent monies, less any outstanding accounts payable and other obligations, on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the Brand Fund during the preceding 12-month period. (Franchise Agreement - §7(a))

h. There is no contractual restriction on our right to use monies from the Brand Fund for preparation of franchise sales solicitation materials. However, we do not anticipate using the Brand Fund for such purposes, other than including a brief statement about the availability of franchises in items produced and/or distributed using the Brand Fund.

During the fiscal year ended December 31, 2024, the Brand Fund expenditures were as follows:

Type of Expenditure	Amount	Percentage
Marketing, Media & Social	$31,158,958.94	82.9%
Admin	$5,725,714.54	15.2%
Other (Promotional Items)	$695,844.77	1.9%
TOTAL	**$37,580,160.25**	**100%**

Brand Fund expenses in 2024 included funds carried over from the prior year. All of the contributions that remained in the Brand Fund as of December 31, 2024 have been carried forward for use by the Brand Fund in 2025.

Your Advertising. You must participate in such local, regional, or national advertising, promotional, sweepstakes/giveaway, and community outreach programs that we may specify from time to time, at your own expense. You must use your best efforts to promote the use of the Marks in your Territory. You must spend in each month at least the greater of (a) 2% of your Studio's Gross Sales from the prior month or (b) $2,500 on advertising, promotions and public relations within the Territory. We recommend spending $2,500 per month on paid hyperlocal advertising alone, though some larger media markets will require a larger investment. These expenditures will be made directly by you, subject to our prior approval and direction, using advertising and marketing materials prepared or pre-approved by us. Your local advertising and promotion must follow our guidelines. You must use only digital and media agencies that we approve. You may not use an unapproved website or landing page for any of your marketing or advertising efforts.

Marketing and Advertising Spend Reporting. You must submit to us monthly marketing and advertising expenditure reports accurately reflecting all local advertising expenditures by the marketing categories that we specify in the Manual for the preceding month and year-to-date. If an inspection or report reveals that you failed to make the required monthly local advertising expenditures (the greater of 2% of your Studio's Gross Sales from the prior month or $2,500), we may require you to contribute the amount of the deficiency to the Brand Fund within 10 days of your receipt of our invoice. (Franchise Agreement - §7(e))

Presale/Grand Opening Program. You must develop and implement a pre-opening and grand opening promotion approved by us for your Studio. You must spend between $36,000 and $45,000, as determined by us, for a grand opening program for your Studio during the period that is at least 12 to 16 weeks before and 30 days following the opening of your Studio (or such other period as we may prescribe in the Manuals). You may spend more than the minimum amount that we require. Pre-opening and grand opening advertising will consist of a variety of meetings with potential members, participation in local events, and public relations, marketing and advertising initiatives intended to publicize the opening of the Studio. Amounts that you spend on pre-opening and grand opening advertising do not count towards any other advertising obligations you have under the Franchise Agreement. (Franchise Agreement - §3(f))

Approval of Advertising. You must ensure that all of your advertising, marketing, promotional, customer relationship management, public relations and other brand related programs and materials that you or your agents or representatives develop or implement relating to the Studio is completely clear, factual and not misleading, complies with all applicable laws, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify in the Manuals or otherwise. You must obtain our written approval of all advertising and promotional plans, materials, and marketing assets before their use. You will submit all unapproved plans, materials, and assets to us. If you do not receive written approval within 30 days of our receipt of such items, we will be deemed to have disapproved the items.

You will not use any plans, materials, or marketing assets that we have not developed or approved, and will promptly discontinue use of any advertising or promotional plans, materials, or marketing assets, whether or not previously approved, upon notice from us. We will have the final decision on all creative development of advertising and promotional messages. (Franchise Agreement - §7(e))

Marketing Advisory Council. We have established a Marketing Advisory Council ("**MAC**") for the purpose of advising and working with us on issues related to advertising and marketing. The MAC serves in an advisory capacity only, and its decisions are not binding on us. The council members are elected for a term of two years by our Franchisee Advisory Council ("**FAC**") after consultation with us. The FAC members are appointed by us for a term of one year and represent different regions of the U.S. market. The FAC members, along with us, will determine additional members to be selected to the FAC, terms and committee appointments. Any franchisee who is in good standing under its Franchise Agreement and all other agreements with us will be considered for appointment to the MAC or FAC. We have the power to form, change, or dissolve the MAC and FAC at any time, and the right to approve the bylaws and governing rules of the MAC, FAC, and any successor councils or committees.

Advertising Cooperatives. If a Co-op is established in a geographic area in which your Studio is located, we will require you to join and actively participate in it. We will determine the area and membership of the Co-op by media coverage or other criteria that we (or our Area Representative) establish, in our sole discretion. We will determine whether a Co-op should be formed, changed, dissolved or merged for your market.

You must contribute to the Co-op such amounts as are determined from time to time by a vote of the members of the Co-op. Each Studio in a Co-op is entitled to a single vote, whether operated by a franchisee or us or our affiliates. We and our affiliates currently do not control a majority of votes in any Co-op. There is no minimum or maximum Co-op contribution. Your local advertising requirement will be reduced by the amount that you contribute to any Co-op (dollar for dollar), up to the amount of your local advertising requirement. Your failure to timely contribute the amounts required by the Co-op constitutes a material breach of the provisions of this Agreement and we may offset against any amounts we owe to you the amount of your Co-op contributions and pay such contributions for you.

The Co-op will adopt its own rules, regulations and procedures, which you must follow. However, the rules, regulations and procedures of the Co-op must be approved by us. We reserve the right to require that the Co-op prepare annual financial statements. We also reserve the right to audit any accounts or funds collected by the Co-op. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it. We also have the right to participate in any meetings of the Co-op and its members. (Franchise Agreement - §7(f)). As of the date of this disclosure document, there is a Co-op in Chicago.

Digital Marketing. We may, in our sole discretion, establish and operate websites, social media accounts (such as Facebook, X (formerly Twitter), Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "**Digital Marketing**") that are intended to promote the Marks, your Studio, and the entire network of Studios. (Franchise Agreement - §7(g))

Currently, we and our affiliates maintain an Internet website at the uniform resource locator www.orangetheory.com that provides information about the System and Studios (the "**Website**").

The Website currently includes a series of interior pages that identify Studios by address and telephone number. We may (but are not required to) include at the Website an interior page containing additional information about your Studio. You must give us any information and materials that we request from time to time to develop, update and modify such webpage, but we shall have final approval rights over any content. We may discontinue or modify the Website in our sole discretion.

At our option, we or one or more of our designees may establish and maintain one or more mobile applications for members and/or prospective members to use ("**Mobile Apps**"). We may require you to promote the use of the Mobile Apps in your Studio or to provide content to be included in the Mobile App. We may add, discontinue, or modify any Mobile Apps from time to time in our sole discretion.

Unless we consent otherwise in writing, you, your employees, and any third-party representatives or digital marketing agencies may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Studio or the network. You may not establish or maintain any social media accounts utilizing any usernames, or otherwise associating with the Marks, without our advance written consent.

Currently, you are not permitted to maintain a Studio-specific X account or to create, have, or use an unapproved website or landing page. You must provide us with full admin access to all Facebook & Instagram pages, business managers, and ad accounts. You must provide ownership-level access to any Google My Business Studio profiles. You must provide, in writing, a list of all brand-related social media accounts that you, your employees, or any third-party representatives control, along with log-in information. If you conduct any e-mail marketing, you must use marketing templates that we have approved and must adhere to all requirements that we specify in the Manual. These policies are subject to change.

If we do permit you or your employees or representatives to conduct Digital Marketing, we may designate from time to time regional or territory-specific usernames/handles that you must maintain. You will be required to adhere to any social media policies that we establish from time to time and will require all of your employees to do so as well. You must ensure that none of your Owners, managers or employees use our Marks on the Internet or any electronic communications network, except in strict compliance with these social media policies. Use of social media, including any pictures that may be posted on, using or through one or more social media sites, must be in compliance with the Manual and System Standards, including our then-current take-down policy.

Technology System

You must obtain, maintain, and use the Technology System that we specify periodically in the Manuals to (i) enter and track purchase orders and receipts, classes and attendance, and customer information, (ii) update inventory, (iii) enter and manage your customer's contact information, (iv) generate sales reports and analysis relating to the Studio, and (iv) provide other services relating to the operation of the Studio.

Currently, as part of the Technology System, we require you to purchase or lease a specific package of hardware and software from a vendor that we have designated that includes: (i) computers capable of connecting to the internet via high speed internet access, (ii) high speed internet access, (iii) entertainment devices, (iv) TV displays, (v) laptops and/or tablets, (vii) a speaker and audio system, (viii) the Management Software, (ix) proprietary OT Connect tablets for treadmills and rowers, and (x) other Required Software that we prescribe that are necessary to operate various systems and platforms. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require. Currently, we do not require you to use a designated vendor for the installation of the Technology System, but we reserve the right to do so.

We estimate that the cost of the Technology System will be approximately $41,428 to $55,808 which includes the cost of the hardware, software licenses, related equipment, and network connections and related installation costs. The Technology System estimate does not include the cost of the OTbeat equipment, the monthly OTbeat Fee, or the monthly Technology Fee (for accessing the Designated Platforms). Currently, you must purchase the components of the Technology System from our designated vendor, other than the OTbeat equipment, which must be purchased from us or our affiliates.

You must replace, upgrade, or update at your expense the Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements. We require you to obtain certain components of, or upgrades to, the Technology System and maintenance and support services related to the Technology System from us or our affiliates. We may charge you the Technology Fee, OTbeat Fee, or other reasonable fees for such products and services.

We currently do not require you to enter into any maintenance, updating, upgrading, or support contracts related to the Technology System, but we reserve the right to require you to do so in the future. We, our affiliates, and third-party vendors are not obligated to provide you with any ongoing maintenance, repairs, upgrades, or updates. Currently, if you elect to use our approved vendor for the installation of the Technology System, the vendor will provide ongoing support services as part of the installation fee (which is included in our estimate of the cost of the Technology System). If you elect to use another vendor for installation or support services, we cannot estimate what the vendor you select may charge for such services.

You, at all times, must give us unrestricted and independent electronic access (including users IDs and passwords, if necessary) to the Technology System for the purposes of obtaining the information relating to the Studio, such as information concerning gross revenues, membership information, and inventory. You must permit us to download and transfer data via a high-speed Internet connection or such other connection that we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Technology System.

Site Selection and Studio Development

Site Selection. You must select the site for the Studio and submit a site approval request, on a form prescribed by us. The proposed site must comply with our site selection criteria (which are included in the Manuals) and be available for lease or purchase in time for you to develop and open the Studio at or before eight months from the date you sign the Franchise Agreement. We do not select or endorse your site. However, we will use our reasonable efforts to review and accept or reject a site you propose within 15 days after receiving the complete site proposal and other materials we request. We will not unreasonably withhold our acceptance of a site that meets our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. In determining whether to accept or reject a proposed site, we also may consider the site's proximity to both boundaries of the Site Selection Area and to other existing or proposed Studios located outside the Site Selection Area boundaries. If we do not accept the proposed site within such 15-day period, the proposed site will be deemed rejected. (Franchise Agreement - §§3(a) and (b))

In reviewing the Site, we will provide site selection counseling and assistance, and on-site evaluations, as we consider necessary and appropriate. We may require you to purchase a demographic analysis and/or map for your Site Selection Area. If we determine that on-site evaluation is necessary (on our own initiative or at your request), we will provide such on-site evaluation at our expense, unless we determine that such on-site evaluations (at the same or any other location) are or become excessive, in which case we may require you to reimburse us for all reasonable costs and expenses incurred by us in relation to each such evaluation, including, without limitation, the cost of travel, lodging and meals for our employees and agents. You are limited initially to two site proposals; however, if we do not accept one of those initial proposed sites, you will have the ability at that time to provide an additional site proposal for a different site located within your Site Selection Area.

Site Agreements. You may not proceed to develop a Studio or enter into a binding commitment for the proposed site unless we have approved the site in writing. You must present to us for our review and approval, which we will not unreasonably withhold, each proposed Site Agreement at least 30 days before you intend to sign it. We may (but have no obligation to) provide you guidance or assistance relating to the Site Agreement and its negotiation. You may not sign any Site Agreement unless it contains the terms that we require in accordance with this Section and until you have received a written "Certificate of Site Agreement Approval" from us. If we have not approved a Site Agreement in writing within 10 business days after we receive a complete clean copy of the Site Agreement from you (containing all negotiated terms and in signature-ready form), then it will be deemed disapproved. You must locate an approved site and provide us with a signed copy of your lease/sublease (including a signed copy of our standard Lease Addendum) or purchase agreement, in each case on terms acceptable to us, within six months from the effective date of the Franchise Agreement (unless we agree in advance to a longer period). If you fail to do so, we may terminate the Franchise Agreement. (Franchise Agreement - §3(b))

Studio Development. You must have prepared all required construction plans and specifications for the Studio. These must be in accordance with our approved plans and specifications, and comply with applicable laws. Simultaneously with the negotiation of your Site Agreement, or shortly after, you must provide us with complete space plans, architectural drawings, construction plans and specifications for review, and receive our written approval before you apply for permitting or begin construction or build-out of the Studio. We may require you to use architects and contractors designated or approved by us. (Franchise Agreement - §3(c))

You must follow these steps for building your Studio and preparing for its opening. Failure to do so will result in delays on equipment delivery and installation, initial training and/or final approval for opening.

1. Your construction drawings ("**CDs**") must be approved by our Construction & Design Department ("**CDD**"). You must receive a written certificate of approval from the CDD before you apply for any state or local permits or place an order for fitness equipment from OTF Sourcing. You and/or your general contractor are not permitted to change the plans once they have been approved by us, and any unauthorized changes will result in a delay in your opening, and you will be required to fix any deviations before opening. Because our review is limited to

ensuring your compliance with our design requirements we will not assess compliance with any laws, environmental requirements or building codes. Compliance with all of these matters is your responsibility. We may inspect the site while you are developing your Studio.

2. You must provide us with a copy of all required permits and the proposed construction schedule from your general contractor. OTF Sourcing will then provide you with a tentative equipment installation date.

3. Three weeks prior to the tentative installation date, you must provide the CDD with photographs (360º views and angles) and/or 360º live video of the Studio premises, including the exterior and interior (including the lobby, reception area, interior workout room, lavatories and showers) of the Studio.

4. One week prior to the tentative installation date, you must provide a repeat of step (3) above (i.e., provide photographs and video to the CDD and Equipment Team).

5. Upon equipment installation, you must submit the following items to us for review and approval prior to on-site launch training and Studio opening: (a) certificate of occupancy; (b) copies of all required insurance policies or other evidence of coverage satisfactory to us; (c) a complete set of required photographs of the Studio (we currently require 32 specific photos); (d) completed final pre-training/opening checklist (in form we specify); and (e) final build-out costs (in form we specify).

Time to Opening

We estimate that the typical length of time between the signing of the Franchise Agreement or the first payment of any consideration for the franchise (whichever occurs first), and the opening of your Studio is approximately nine to 12 months in most markets. Factors that may affect this period include, among other similar factors, your ability to identify and obtain an acceptable site, arrange leasing and financing, make leasehold improvements, install Operating Assets, decorate the Studio, meet local requirements, obtain inventory, achieve a minimum of 250 presale memberships, and complete all required training programs. (Franchise Agreement - §3(e))

Unless we specify longer deadlines based on your market, market conditions, or your unique circumstances, you must (a) obtain our acceptance of a site within four months from the effective date of the Franchise Agreement, (b) acquire the site and enter into a Site Agreement that we have approved within six months from the effective date of the Franchise Agreement, and (c) open the Studio for business within 12 months from the effective date of the Franchise Agreement. If you fail to begin operations within the specified time period, we may exercise any of the remedies specified in the Franchise Agreement, including terminating the Franchise Agreement. (Franchise Agreement - §16(b)(ii))

Manuals

After you sign the Franchise Agreement, we will provide you with access to our Manuals, which includes approximately 628 pages, via our intranet. A copy of the table of contents of our Manuals is attached as Exhibit D to this disclosure document. We consider the contents of the

Manuals to be proprietary, and you must treat them as confidential. You may not make any unauthorized copies of the Manuals. (Franchise Agreement - §4(d))

Franchise Training

Initial Training Program. If the Franchise Agreement relates to your first Studio, we will provide an initial training program on the operation of a Studio (the **"Initial Training Program"**) for all Owners who sign this Agreement (including your Managing Owner, who must be a signatory on this Agreement). If there is room in the training class and all individuals who have signed this Agreement have been trained, we may allow up to two additional people, such as your Studio manager and/or your lead trainer, to attend training for portions of the Initial Training Program related to Studio management and operations. We will train up to three trainees at no charge, and we may charge a reasonable fee for each additional trainee ($1,000 per person per session), including repeat or replacement trainees.

Our current Initial Training Program lasts four days and may be conducted, in our sole discretion, online via live and/or recorded sessions or in person at our headquarters in Boca Raton, Florida. If we conduct in-person training, portions of such training may be provided via online "e-learning" modules through Orange University, our learning management software system. As of the date of this disclosure document, our initial training program occurs quarterly and is held at our headquarters, with some portions provided online; however, the training schedule may change throughout the year. The subjects covered, approximate hours of classroom and on-the-job training, and other information about our initial training as of the date of this disclosure document are described below:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
DAY ONE			
Welcome & Introduction to OTF	2.5	—	Online and/or our headquarters in Boca Raton, FL
Your Role as an Owner	1	—	
Fitness	2	—	
Operations	1	—	
Recap	0.25	—	
DAY TWO			
Questions, Agenda & Expectations	0.5	—	Online and/or our headquarters in Boca Raton, FL
Continuity and Compliance	1	—	
OSC/Retail	1	—	
Overall Learning	1	—	
Hiring and Recruiting	1	—	
DAY THREE			
Questions, Agenda & Expectations	0.5	—	Online and/or our headquarters in Boca Raton, FL
Marketing	2	—	
Presales	2	—	
MindBody Online ("**MBO**")	1	—	
Studio Portal	1	—	

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
DAY FOUR			
Questions, Agenda & Expectations	0.25	—	Online and/or our headquarters in Boca Raton, FL
Guest Franchisee	1	—	
Real Estate	1	—	
Construction	1	—	
Equipment	0.75		
Finance	0.75		
Recap	0.25	—	
TOTALS	**22.75**		

The time periods allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained. The instructional materials used in the initial training will consist primarily of our Manuals, marketing and promotional materials, videos and other handouts.

Our Initial Training Program is led by Deborah Brown, who has been UFG's Senior Manager International Franchise Sales and Operations since January 2021, has over seven years of experience within UFG's training department, and has over ten years of experience working with us and our affiliates in various roles. Other individuals identified in Item 2 will teach segments of the Initial Training Program. Such individuals have between four and thirty-two years of experience in the subjects they are teaching. Additional employees who have experience in some facet of the operation of a Studio (for example, opening, operations or systems management) may also assist in training. Such persons generally have a minimum of at least twelve months' experience with our system or have numerous years of training in a corporate and/or franchise capacity.

Studio Launch Training. We or an Area Representative (if one is located in your market) will also provide Studio Launch Training, which includes sales and operations training and OTFit certificate training, at no charge for up to eight fitness coaches and four sales associates. Such training will include online modules in addition to on-site training at your Studio. Your fitness coaches must pass the OTFit certificate training provided in order to participate as a group fitness coach at your Studio. We charge a fee for each additional trainee per session in excess of the original eight fitness coaches and four sales associate trainees, including new, replacement and repeat trainees. See Exhibit F for more information regarding the experience of our Area Representatives who may provide the training.

The subjects covered, approximate hours of classroom and on-the-job training, and other information about our Studio Launch Training as of the date of this disclosure document are described below:

STUDIO LAUNCH TRAINING PROGRAM

SALES AND OPERATIONS TRAINING

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
DAY ONE			
Introduction	0.5	—	Your Studio
Business and Operations Platforms	2.5	—	
Human Resources	0.5	—	
KPI and Reporting	0.75	—	
Studio Portal	1.5	—	
MBO Reporting	1.5	—	
DAY TWO			
Technology	3	—	Your Studio
MBO Basics	1	—	
Service Standards	0.75	—	
Daily Production Model	0.75	—	
Communication	0.25	—	
Telephone Inquiry	0.75	—	
Prospecting and Marketing	0.75	—	
Lead Management/Orangebook	0.75	—	
DAY THREE			
Membership/Packages Options and Policies	0.75	—	Your Studio
Sales 101	0.75	—	
Sales Process	4	—	
Handling Objections	0.75	—	
Onboarding Process	0.75	—	
DAY FOUR			
Preparing for VIP Classes	0.75	—	Your Studio
Exam	0.5	—	
Breaking the Glass/Member Experience	1.5	—	
Coaching to OTBeat	0.75	—	
Sales, Marketing and Business Policies	0.5	—	
Friends and Family/VIP	—	2	
DAY FIVE			
VIP Class Coaching	—	2	Your Studio
TOTALS	**26.25**	**4**	

OTFIT CERTIFICATE TRAINING

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
SESSION ONE			
Expectations	0.5	—	Your Studio
Lobby Experience	0.5	—	
The First Five Minutes	1.5	—	
Bike/Strider	0.75	—	
The Science of OTF	0.75	—	
Mic Presentation	2	—	
SESSION TWO			
Rowing Workshop	1.5	—	Your Studio
Treadmill Workshop	1	—	
Floor Demos and Treadmill Forecast	1	—	
Mic Presentation	2	—	
SESSION THREE			
How to Transition the Workout	0.75	—	Your Studio
Flexibility Block/ End of Workout	0.25	—	
Mic Presentation	2	—	
Mic Presentation	2	—	
SESSION FOUR			
Training the Floor	1	—	Your Studio
Correcting Common Rowing Errors	0.5	—	
Architecture of the Workout	0.75	—	
Breaking the Glass/Member Experience	1.5	—	
Coaching the OTBeat	1	—	
Sales, Marketing, and Business Policies	0.25	—	
Final Exam	1	—	
Mic Presentation	2	—	
Friends and Family/VIP	—	2	
SESSION FIVE			
VIP Class Coaching	0	2	Your Studio
TOTALS	**24.5**	**4**	

Presales Training Program. If this is your first Studio, you, along with all Owners and employees of your Studio, must successfully complete our initial Presales Training Program to our satisfaction before your Studio begins selling memberships in presales. We or our representatives will provide the Presales Training Program for a non-refundable fee of $4,900, plus the travel and living expenses of our representatives. For your subsequent Studios, we may require you to use this service in our sole discretion. Typically, we will require you to use this service if you fail to achieve a minimum of 60 presale memberships in the first four weeks of your presales activities.

Our current Presales Training program lasts four days and is presently conducted on-site at your Studio's presales location or at an Area Representative's certified training facility. See Exhibit F for more information regarding our Area Representatives.

The subjects covered, approximate hours of classroom and on-the-job training, and other information about our Presales Training as of the date of this disclosure document are described below:

PRESALES TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
BLOCK ONE			
Owner/Studio Manager Meet & Greet	1	—	On-site at presales location
Review Staff Responsibilities (Including Owner)	1	—	
Staff Assessment	1	—	
Goal Planning and Expectations	1	—	
Market Tour	0.25	1	
BLOCK TWO			
Welcome to Orangetheory	1	—	On-site at presales location
Why presales training	0.25	—	
Presales timeline	1	—	
30 Second Pitch Practical Training	0.5	—	
Business/Studio Policies & Membership Packs	1	—	
Defining Roles & Responsibilities	1	—	
Service Standards, MVV, 7 Exceptional	1	—	
Technology	1	—	
Formula for Success	1	—	
Sales Tools	1	—	
The Workout	1	—	
BLOCK THREE			
Lead Generation & Marketing 101	1	—	On-site at presales location
Business to Business Relationships	0.5	0.5	
Lead Management & Follow Up Strategy	1	—	
Introduction to MBO	1	—	
MBO Practical Training	0.5	—	
Capturing Phone Leads	0.25	—	
Telephone Inquiry Practical Training	0.5	—	
Setting Appointments	0.25	—	

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Sales 101/NME	1	—	
Membership Agreement & Client Intake Forms	1	—	
Sales Practical Training	—	1	
BLOCK FOUR			
Presales Site Table Review	1	—	
Market Presence	1	—	
Engaging the Community	1	—	
Digital Communication	1	—	
Presales Tent Team Practical	—	0.5	
Outreach Strategy	1	—	
Exam	—	1	
TOTALS	**26**	**4**	

Completion of Training. Before you sell any memberships (including, without limitation, through presale), advertise the Studio, or open the Studio to the public: (i) you (or your Managing Owner) must complete our Initial Training Program and Presales Training Program to our satisfaction and (ii) your lead trainer and Studio manager must complete the training program(s) that we require for such positions (which may include abbreviated portions of the Initial Training Program that we provide to franchise owners and the Presales Training Program). We will determine, in our discretion, what constitutes successful completion of the programs. You or your trainees may be required to repeat or send replacement trainees to training programs. If your trainees fail to successfully complete the Initial Training Program and Presales Training Program, we may terminate the Franchise Agreement and we will not refund any initial fees paid by you.

Additional Training. We may require you (or your Managing Owner), your Studio's lead trainer, and/or Studio manager to attend (and, in the case of training programs, successfully complete) any conferences or supplemental or refresher training programs that we choose to provide at locations that we designate, including our ORANGETHEORY® conference, our annual training summit, and our annual management training program. We charge a registration fee for each individual that attends or participates in a program or conference.

If you own multiple Studios, we may permit, in our sole discretion, you (or your Managing Owner) and a designated manager and lead trainer from one of your Studios to attend such programs on behalf of all of your Studios, provided that you will be responsible for training all of your managers and other employees at all of your Studios on the subjects taught at the programs to ensure that all such Studios are operated in accordance with System Standards.

Travel and Living Expenses. You will be responsible for the compensation, travel and living expenses of you, your Owners and your employees during any and all training, conferences, and programs.

Training by You. You must implement a training program for all your employees using training standards and procedures we prescribe. While we, or your Area Representative, may provide additional guidance, you are responsible for making all hiring and employment decisions as the owner of the Studio. This includes employee selection, hiring, training, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline, and working conditions.

ITEM 12

TERRITORY

Site. The Franchise Agreement grants you the right to operate a single Studio at a specific location in the Site Selection Area that you select and we accept, in our sole discretion. You must select and secure a site that we have accepted within the non-exclusive Site Selection Area within four months of the effective date of the Franchise Agreement. The Site will be added to the Franchise Agreement once we accept it and you secure it. Your Site Selection Area is not exclusive and is only intended to give you a general indication of the area within which you may locate the Site for the Studio.

Relocation. You must operate the Studio only at the accepted location and you may not relocate the Studio without obtaining our prior written consent and complying with any conditions that we may require.

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

However, once we have accepted the Site, we will designate a geographic territory for you (the "**Territory**"). As long as you are in compliance with the Franchise Agreement, we and our affiliates will not operate or authorize others to operate a Studio identified by the Marks the physical premises of which are located within your Territory, except we may operate and authorize others to operate Studios located in private businesses, governmental institutions, or other limited access facilities within your Territory ("**Limited Access Locations**"), provided that, if such Studios operate under the Marks, access to those Studios shall be limited to owners, employees, members, transient guests, students, or residents of such businesses, institutions, or facilities. Limited Access Locations include (i) hotels, motels, resorts, casinos, or similar operations, (ii) hospitals and other health care facilities, (iii) universities, schools, and education facilities, (iv) military bases, (v) office buildings and business complexes, (vi) condominiums, apartment buildings, and dormitories, (vii) private clubs, and (viii) other similar facilities that are not accessible to the general public.

We will determine the Territory based on the factors that we deem relevant, which might include population, traffic flow, presence of businesses, location of competitors (including other Studios), demographics, and other market conditions. We do not specify a minimum geographic or population size for the Territory. The Territory may be defined based on geographic boundaries, streets, or other criteria, as we determine appropriate based on the nature of the area surrounding your Studio. Once we have defined the Territory, we will insert a description (including a map) of the Territory in Schedule 1 to Appendix A of the Franchise Agreement. At that point, you will have no territorial or other rights in those portions of the Site Selection Area that are outside the Territory.

As long as you are in compliance with the Franchise Agreement, your protected rights in the Territory will not be modified for any reason, except by mutual written agreement signed by both parties. If you are in default under the Franchise Agreement, we have the right to reduce the size of your Territory or eliminate your protected rights related to your Territory, in addition to other remedies.

Minimum Performance Standards. You must meet certain minimum performance levels during the Term of this Agreement (the "**Performance Standards**"). Your Performance Standards in the Territory are as follows for the following time periods during the Term:

Time Period	Gross Sales (non-cumulative)
Year 1	$300,000
Year 2	$350,000
Year 3 and thereafter	$400,000

"Year 1" begins on the date on which the Studio first opens for member workouts of any kind under this Agreement, regardless of the date on which the Studio's "grand opening" occurs (the "**Actual Opening Date**"), and ends on the day before the first anniversary of the Actual Opening Date. Each subsequent year begins on the anniversary of the Actual Opening Date and ends on the day before the next anniversary of the Actual Opening Date. If you do not achieve the Performance Standards during any year, then you must (i) pay to us the difference between the Royalties actually paid and the Royalties that would have been paid had you achieved the Performance Standards and (ii) develop and implement a business plan that we must approve in writing to improve performance. If you do not achieve the Performance Standards in two consecutive years, we may reduce the size of your Territory, eliminate your protected rights related to your Territory, terminate the Franchise Agreement, or exercise other remedies outlined in the Franchise Agreement.

Reserved Rights. We and our affiliates also reserve all rights not expressly granted to you under the Franchise Agreement, as well as the right to do all things that we do not expressly agree in the Franchise Agreement not to do. Without limitation, we and our affiliates reserve the right to conduct any of the following activities, among others, without any compensation to you:

1. Establish or license franchises and/or company-owned fitness studios or businesses offering similar or identical products, services, classes, and programs and using the System or elements of the System (i) under the Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Territory;

2. Develop or become associated with other concepts (including other franchise systems), whether or not using the System and/or the Marks, and/or award franchises under such other concepts for locations anywhere;

3. Acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) with units located anywhere and, even if such businesses are located in the Territory, (i) convert the other businesses to the ORANGETHEORY® brand and Marks and to allow them to operate as part of the System, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Studios to such other name;

4. Advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Territory; or

5. Manufacture, distribute, market, ship, sell and provide products and services, including coaching services, identified by the Marks or other trademarks, service marks, commercial symbols or emblems to customers located in the Territory through any alternative distribution channels (other than Studios located in the Territory), including through catalogs, mail order, retail stores or kiosks, e-commerce, applications, online videos, recorded media, or broadcast media, regardless of proximity to the Studio without compensation to you.

We and our affiliates do not currently operate and/or franchise competitive concepts in the United States, but we or our affiliates may do so in the future. Such competing health or fitness concepts may be established in close proximity to your Studio without compensation to you.

In addition, we and our affiliates intend to offer health and fitness products, services, and/or classes using certain virtual or web-based platforms under the Marks or other marks that we designate. While we may, in our sole discretion, offer you the opportunity to participate in these online offerings, we may offer these product, services, and classes to customers located anywhere without compensation to you.

Restriction on Rights. You do not have the right to open additional Studios nor do you have any rights of first refusal on any other location. You do not have the right to use the Marks or the System at any location other than the Site or in any wholesale, e-commerce, or other channel of distribution besides the retail operation of the Studio at the Site, unless we agree otherwise in writing. You must not use market, advertise, or use the Marks or marketing materials outside of your Territory (whether through social media or other marketing methods or media outlets), unless we agree otherwise in writing. You may not advertise on the Internet or establish or maintain any Website or any presence on the Internet without our prior written consent. You may use the Internet to advertise only in compliance with the Franchise Agreement. There are no territorial restrictions from accepting business from customers that reside or work or are otherwise based outside of your Territory if these customers contact you, but we reserve the right to implement additional rules and restrictions regarding soliciting such customers in the future in our Manuals.

Similar Affiliated Brands. We have not established, and do not intend to establish, other franchised or company-owned facilities or channels of distribution for selling products or services substantially similar to the products and services sold by Studios under a different trademark, although we may do so in the future. 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 three affiliates, Anytime, Bar Method, and Basecamp, that offer franchises under different trademarks from us and sell similar goods and services in the fitness space. Anytime offers fitness centers under the Anytime Fitness® mark, Bar Method offers barre-based boutique fitness studios under The Bar Method® mark, and Basecamp offers high-intensity interval training studio fitness centers under the Basecamp Fitness® mark. Anytime, Bar Method, and Basecamp currently maintain physically separate offices and training facilities from us.

There may be now, or in the future, Anytime Fitness®, The Bar Method®, and/or Basecamp Fitness® locations in the same market as current or future Orangetheory® franchisee territory(ies).

All of the businesses that our affiliates and their franchisees operate may solicit and accept business from customers near your Studio. We do not have a policy related to, and are not responsible for, resolving conflicts between an Anytime Fitness, The Bar Method, or Basecamp Fitness franchisee and an Orangetheory franchisee.

ITEM 13

TRADEMARKS

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your Studio. The primary trademarks we use are "ORANGETHEORY®" and related logos.

Trademark Registration. We own the following Marks, among others, which have been registered with the Principal Register of the United States Patent and Trademark Office ("**USPTO**") or are seeking registration:

Mark	Registration Number (unless otherwise denoted)	Registration Date (unless otherwise denoted)
ORANGE THEORY	4091462	January 24, 2012
Orangetheory	4037579	October 11, 2011
	4233649	October 30, 2012
Orangetheory	4746587	June 2, 2015
OTbeat	4834844	October 20, 2015
Orangetheory FITNESS	5145461	February 21, 2017
OTCONNECT	Application No.: 99070328	Application date: March 6, 2025
OTCONNECT BEAT	Application No.: 99038021 Pending	Application date: February 12, 2025 Pending

We do not have a federal registration for the OTCONNECT BEAT and OTCONNECT trademark in the chart immediately above. Therefore, these trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits and renewal applications with respect to each of the regsitered Marks have been filed.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in a manner material to the franchise. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings, or material litigation involving our principal trademarks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state.

Use of the Marks. Your right to use the Marks (including any additional trademarks or service marks we authorize you to use) is derived solely from the Franchise Agreement and is limited to the operation of your Studio in accordance with the terms of the Franchise Agreement and the Manuals. You must use the Marks only in strict accordance with the Franchise Agreement and the Manuals. You may not use any Mark (i) as part of any corporate or legal business name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. You must display the Marks in a manner that we specify on signage at the Studio and on all written materials, forms, advertising, promotional materials, supplies, employee uniforms, business cards, receipts, letterhead, contracts, stationary, and other materials we designate.

Infringements. You must promptly notify us if any other party attempts to use any of the Marks or any colorable imitation of any of the Marks. You must immediately notify us of any infringement of or challenge to your use of any of the Marks. We will have the right to take any action that we deem appropriate, but the Franchise Agreement does not require us to take any action to protect your right to use any of the Marks or to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Marks. We will have the right to control any administrative proceeding or litigation related to the Marks. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You agree to execute all documents and, render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Marks.

Changes to the Marks. If we determine that is advisable at any time for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. However, we will not be obligated to reimburse you for any expenses or loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents, pending patent applications, or registered copyrights that are material to the ORANGETHEORY® franchise described in this disclosure document.

However, we and our affiliates do claim copyright protection and proprietary rights in the original materials used in the System, including our Manuals, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, proprietary software and other copyrightable materials relating to the operation of Studios and the System, including our workout templates.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our or our affiliates' copyrights. There is no currently effective agreement that limits our right to use and/or license our or our affiliates' copyrights. We are not obligated by the Franchise Agreement or otherwise to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights.

Any copyrights used by you in the Studio belong solely to us or our affiliates. You agree to notify us in writing of any suspected infringement of our or our affiliates' copyrights. We and our affiliates have exclusive rights to bring an action for infringement and retain any amounts recovered with respect to such action, and to control any infringement proceeding whether brought by or against us or you. We have no obligation to defend or otherwise protect you against any claims involving any copyright, including without limitation any copyright infringement claim, or to indemnify you for any losses you may incur as a result of our copyrights infringing the rights of any other copyright owner. If so requested by us, you will discontinue the use of the subject matter covered by any copyright used in connection with the Studio.

During the term of your Franchise Agreement, we or our affiliates may disclose in confidence to you, either orally or in writing, certain information, processes, methods, techniques, procedures and knowledge, including know-how (which includes information that is secret and substantial), Manuals and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed by us, our predecessor, or our or its Affiliates relating directly or indirectly to the development or operation of a Studio (the "**Confidential Information**"). Our Confidential Information also includes data and information relating to each Studio's members and/or prospective members, including names, addresses, contact information, financial information, demographic information, biometric and physiological data, heart rate telemetry, workout data, data collected from connected fitness devices, and any other related information, including such information that you collect or that is collected through your Studio.

You may disclose the Confidential Information to your Owners and employees only to the extent reasonably necessary for the operation of the Studio. You may disclose your Studio's financial results only to a lender or prospective purchaser in connection with the proposed loan or sale of your Studio or of a direct or indirect ownership interest in you, provided the recipient is subject to a confidentiality obligation with respect to such information. You may not use the Confidential Information in any other business or capacity; must maintain the absolute secrecy and confidentiality of the Confidential Information; must not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible or intangible form; must use best efforts to protect the information if you are legally compelled to disclose the information in a judicial or administrative proceeding; and must adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us.

You may not use our Confidential Information or Marks, including Trade Dress, for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities. You may not input any of our Confidential Information, including any aspect of the System or of the Manuals into any generative AI platform, or disclose such 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 information for training of any AI model or for other purposes.

If you or any of your owners or employees develop any new concept, process, product or improvement in operating or promoting the Studio, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You and your owners agree that any of these concepts, processes or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require, but do recommend, that you (or your Managing Owner) personally supervise your Studio.

You must designate a full-time, on-premises manager who (a) devotes his or her full working time and best efforts to the day-to-day, on-premises operations of the Studio, (b) has satisfactorily completed our management training program or a comparable program that we have approved, and (c) is not engaged in any other business endeavor (except passive investments which do not interfere with his or her duties as manager). The Studio's manager is not required to have an equity interest in the Studio (or in you). If you for any reason no longer employ a Studio manager, you must arrange for an individual who has been properly trained to temporarily manage the Studio or, in our sole discretion, allow us, on a temporary basis, to assume the management of the Studio ourselves or appoint a third party (who may be our affiliate) to manage the Studio for a reasonable fee until you hire a new trained manager. Unless we approve, no independent consultant or management company may manage the Studio.

We have the right to require you to obtain covenants against the use and disclosure of any confidential information from (i) your owners (and any member of their immediate families or households), (ii) your officers, directors, executives, managers or members of the professional staff and employees of your Studio, and (iii) any other individuals that we designate in the Manuals. Additionally, we have the right to require you to obtain noncompete covenants from any of your owners (and any member of their immediate families or households). All of the required covenants, as applicable, must be in substantially the form of the (i) Nondisclosure Agreement or (ii)

Nondisclosure and Noncompetition Agreement attached as Appendix C to the Franchise Agreement that is attached as Exhibit B to this disclosure document. We will be a third-party beneficiary with the right to enforce the covenants contained in such agreements.

Each of your Owners holding 15% or more of the legal or beneficial ownership interests in the franchise (and may require, in our sole discretion, any Owners holding less than 15% of the legal or beneficial ownership interests in the franchise) must personally guarantee your obligations to us under the Franchise Agreement, and we may also require such person's spouse to sign the Owner's Guaranty. The current form of Owner's Guaranty is attached as Appendix B to the Franchise Agreement attached as Exhibit B to this disclosure document. All other Owners and, in our discretion, their spouses must sign a nondisclosure and noncompetition agreement in form satisfactory to us, as described above.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer in the Studio to customers only the products, services, and classes that we have approved in writing. In addition, you must offer the specific products, services, and classes that we require in the Manuals or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products, services, or classes that we designate as mandatory. You may sell products and services only in the varieties, forms, and packages that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

You must conduct all classes in accordance with the System. Any classes that you or your instructors develop must be consistent with the System Standards that we specify from time to time. If we disapprove of any class or program that you offer, you must immediately discontinue offering the class or modify the class in accordance with our instructions.

We may, without limitation, change the types, amounts, or specifications of the goods or services that you may offer. We may, without limitation and in our sole discretion, revoke approval of a previously-approved product or service that you have been selling, in which case, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

You must offer or perform (as applicable) in the Studio all Core Business Operations, as we periodically modify them. You, and you must ensure that your employees, perform all Core Business Operations at the Studio, and you may not contract with or allow any third party, including any licensee, lessee, consultant or other independent contractor (a "**Contractor**"), to perform them.

You may offer or perform (as applicable) in the Studio any Ancillary Business Operations (if any) that we specify or approve in our sole discretion. We may specify in the Manuals and periodically modify those business activities that will be approved as Ancillary Business

Operations. If we withdraw our approval for any Ancillary Business Operations, you must promptly cease offering such Ancillary Business Operations.

At your option, but subject to our prior written approval and your compliance with all terms and conditions of the Franchise Agreement, you may (i) allow one or more Contractors to perform any or all of the Ancillary Business Operations, provided that they may not use the Marks when doing so and that you enter into an arm's-length commercial relationship with each Contractor; or (ii) perform any or all Ancillary Business Operations yourself (through your employees), either under the Marks or under any trademark, service mark or trade name other than the Marks ("**Other Mark**") that you own or license from a third party (an "**Ancillary Trademark Licensor**"). As a condition to obtaining our approval:

a. You must first submit to us all agreements and other documents evidencing the relationship between you and each Contractor or Ancillary Trademark Licensor with respect to any Ancillary Business Operations and promptly notify us of any changes in the terms of your relationship with any Contractor or Ancillary Trademark Licensor;

b. You and each Contractor or Ancillary Trademark Licensor must sign the agreements and documents we periodically specify to protect our rights in the System, Confidential Information and the Marks;

c. If a Contractor performs the Ancillary Business Operations, you and the Contractor must have an arm's-length commercial relationship with economic and other terms that are standard in the industry for similar relationships involving unrelated parties; and

d. If a Contractor performs the Ancillary Business Operations or you perform the Ancillary Business Operations under Other Marks, such Ancillary Business Operations must not use or display the Marks in any manner, must be clearly distinguishable from your Studio's other operations, and must be clearly identified in the manner we periodically specify as an independently owned and operated business separate from the Studio.

You may not make any sales of products or services outside of the Studio, conduct classes or programs outside of the Studio, or use vendor relationships that you establish through your association with us or the ORANGETHEORY® brand for any other purpose besides the operation of the Studio, unless we consent in writing. You may not offer products or services in connection with the Marks on any website on the Internet or any other electronic communication network unless we consent in writing. Any media advertising or direct mail marketing that you conduct must be predominantly focused within your Territory, unless we agree otherwise. There are no territorial restrictions from accepting business from retail customers that reside or work or are otherwise based outside of your Territory if these customers contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our Manuals or otherwise in writing. You must purchase products solely for resale to retail customers, and not for resale or redistribution to any other party, including our other franchisees.

You must comply with the reciprocity and transfer programs we implement, as we periodically modify them, which require certain payments to be made by a member's home Studio to the Studio where the member attends a class and requires a member to be reassigned after once certain conditions are met to the Studio that is more frequently used by such member. All of your customers must be at least 14 years old.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	Section 2(a)	10 years from the effective date of the Franchise Agreement, unless the parties mutually agree after the Site Agreement is executed to a longer term (which shall be no longer than 11 years from the effective date of the Franchise Agreement) to better align the term of the Franchise Agreement with the term of the Site Agreement
b. Renewal or extension of the term	Section 2(b)	If you meet requirements, you can renew for one additional consecutive term of 10 years.
c. Requirements for franchisee to renew or extend	Section 2(b) – 2(e)	We do not allow you to "renew" the Franchise Agreement, but we do grant you the right (subject to satisfaction of the conditions described below) to acquire a successor franchise, which requires you to sign our then-current form of Franchise Agreement which may be materially different than the form attached to this disclosure document. Conditions include, among others: You must give six months' notice, repair and update equipment and remodel Studio premises, not be in breach of any Agreement with us or our affiliates, have the right to remain in possession of Studio premises, have satisfied all monetary obligations to us and our affiliates, pay successor franchise fee, agree to territorial changes, sign current Franchise Agreement and general release, and complete any retraining program we may require.
d. Termination by franchisee	Section 16(a)	You can terminate only if we fail to cure a default under the Franchise Agreement within 30 days after you give us written notice or, if the breach cannot be cured within 30 days, we provide you with reasonable evidence of our effort to correct such breach within a reasonable time period.
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Section 16(b)	We can terminate only if you default or if certain events (described in (g) and (h) below) occur. In some instances, you will have an opportunity to cure the default.
g. "Cause" defined - curable defaults	Section 16(b)	You have five days to cure the non-payment of any amounts owed to us or omitted reports; five days to procure required insurance; and 30 days to cure a failure to comply with any other provision of the Franchise Agreement not described above or in (h) below.

Provision	Section In Franchise Agreement	Summary
h. "Cause" defined - non-curable defaults	Section 16(b)	Non-curable defaults include, among others: you or your Owners make any misrepresentations or omissions to us; you fail to locate a suitable site and sign a lease for the location within the required time period; you fail to open the Studio by the Mandatory Opening Date; you abandon the Studio or lose possession of the Site; you or your Owners, officers or directors engage in activity or are convicted of a crime that may have an adverse effect on your Studio or the Marks; a lender forecloses a lien on a substantial and material portion of the Studio's assets; you or your owners improperly disclose, misuse, or misappropriate any confidential information or violate any competitive restrictions; you violate any material law and do not cure such violation within the time period prescribed by governmental authority; you fail to pay taxes; you, your Owners, or your affiliates commit three defaults within any 12 months under any agreements with us or our affiliates; you, your Owners, or your affiliates repeatedly fail to timely pay amounts owed to suppliers; you, your Owners, or your affiliates fail to cure a default under a loan or financing agreement; you fail to achieve Performance Standards for two consecutive years; we, our affiliates, or our vendors terminate any other franchise agreement or other agreement granted to you, your owners, or your affiliates; you or your parent makes an assignment for the benefit of creditors or become insolvent; or you, your Owners, or your affiliates fail to comply with any other provision of the Franchise Agreement or any other agreement with us, our affiliates, or our vendors and do not cure within 30 days after notice; you withhold our access to any accounting or financial systems or data, revoke any electronic-funds transfer authorization granted to us, or initiate any stop payments against us.
i. Franchisee's obligations on termination/non-renewal	Section 17	Obligations include, among others: you must cease operating the Studio; cease using the Marks and System; completely de-identify the business; cancel or transfer telephone number, post office boxes, domain names, social media accounts, and directory listings; pay all amounts due to us or our affiliates; return all Manuals and software and other proprietary materials; refund monies to members or assign membership agreements; cooperate with our option to purchase the Studio and our right to operate the Studio in the interim period; and comply with confidentiality requirements and post-term restrictive covenants.
j. Assignment of contract by franchisor	Section 10(a)	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	Section 10(b)	Includes transfer of the Franchise Agreement, any interest in the Franchise Agreement, the license to use the System and the Marks, the Studio or substantially all of the assets of the Studio, or an interest in the ownership of or control of you (if you are an Entity).

Provision	Section In Franchise Agreement	Summary
l. Franchisor approval of transfer by franchisee	Section 10(b)	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 10(c)	Conditions include, among others: you must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, pay a transfer fee, and continue to be bound by post-termination provisions. Transferee must meet our criteria, assume all obligations, pay an acceptable purchase price, successfully complete training, renovate or modernize the Studio and sign our then-current form of Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 10(e)	In the event of an offer from a third party to purchase your Studio or ownership interests, we have the option, within 30 days after receiving notice, to purchase the transferred interest on the same terms and conditions offered by the third party. We also have a right of first refusal to purchase your or your owner's interest upon death or disability.
o. Franchisor's option to purchase franchisee's business	Section 17(f)	Upon expiration or termination of the Franchise Agreement, we have the option to purchase the Studio from you, including the leasehold rights to the Site, for fair market value.
p. Death or disability of franchisee	Section 11	Upon death or disability, your (or your owner's) interest must be transferred to someone approved by us within a reasonable time (not to exceed 6 months). Such transfers are subject to the same terms and conditions as inter vivos transfers.
q. Non-competition covenants during the term of the franchise	Section 14(b)	You and your Owners (as well as, upon our request, any member of your Owners' immediate families or households and your executives, officers, or directors) may not, directly or indirectly: (a) own, manage, engage in, be employed by, advise, make loans to, act as a lessor to, support (other than as a customer), or have any other interest in any Competitive Business; (b) interfere with our, our affiliate's, or any other Studio owner's relationships with vendors or suppliers; (c) direct, or attempt to direct, any business or customer of us, our affiliates, or any Studio to any competitor; or (d) do or perform any act injurious or prejudicial to the goodwill associated with the Marks and the System. A "**Competitive Business**" means (i) any business activity involving (x) an athletic or fitness center, health club, gymnasium, exercise or aerobics facility, (y) an indoor or outdoor boot camp style fitness program, or (z) one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel and/or fitness equipment; (ii) any Entity that grants franchises or licenses for any of the businesses described in numerette (i); or (iii) any business in which Confidential Information could be used to the disadvantage of us, our affiliates, or other ORANGETHEORY® franchisees

Provision	Section In Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 14(c)	Covenants include, among others: You and your Owners (as well as, upon our request, any member of your Owners' immediate families or households and your executives, officers, or directors) are prohibited, for a period of two years following expiration or termination of the Franchise Agreement, from (a) owning, managing, engaging in, being employed by, advising, making loans to, acting as a lessor to, otherwise supporting (other than as a customer), or having any other interest in any Competitive Business that is located within a 10-mile radius of the Studio or within a 10-mile radius of any other Studio in operation or under development on the date of termination or expiration of the Franchise Agreement; (b) interfere with our, our affiliate's, or any other Studio owner's relationships with vendors or suppliers; (c) directing, or attempting to direct, any business or customer of us, our affiliates, or any Studio to any competitor; or (d) performing any act injurious or prejudicial to the goodwill associated with the Marks.
s. Modification of the agreement	Section 19(b)	Franchise Agreement may not be modified unless mutually agreed to in writing. But we can unilaterally modify the Manuals.
t. Integration/ merger clause	Section 19(a)	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the disclosure document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Sections 21	All disputes must be submitted to binding arbitration under the rules of the American Arbitration Association, subject to applicable state laws.
v. Choice of forum	Section 21(a) and (e)	Arbitration proceedings will be held exclusively in the county of our headquarters (Palm Beach County, Florida). You must bring actions for injunctive relief in the state and federal courts with jurisdiction over Palm Beach County, Florida (subject to applicable state law). We may bring an action for injunctive relief in state or federal courts in Palm Beach County, Florida or any court in the state where you reside or your Studio is located. These provisions are subject to applicable state laws.
w. Choice of law	Section 21(f)	Subject to applicable state laws, the Federal Arbitration Act, and other federal laws, Florida law applies, without regard to Florida conflict-of-laws rules.

ITEM 18

PUBLIC FIGURES

We do not use any public figures 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.

Gross Revenues as used in this Item 19 includes all revenues generated by the Orangetheory Studio and reported to us in 2024, excluding bona fide refunds, credits given or allowed to customers for the return of merchandise and amounts collected from customers and remitted to a governmental taxing authority in satisfaction of sales taxes, however, chargebacks are not deducted from the calculation of Gross Revenues. This is consistent with the definition of Gross Revenues in our Franchise Agreement.

As of December 31, 2024 there were 1,283 franchised Orangetheory Fitness Studios in the System. The information below is taken from the 1,256 franchised Orangetheory Fitness Studios that were open and operating for the entire 12-month period ended December 31, 2024 (collectively, the "**Franchised Studios**"). We excluded 55 Studios that permanently closed during the 12-month period ended December 31, 2024 (the **"Relevant Time Period"**). One of these Studios was open for less than 12 months before closing. The earliest of the Franchised Studios opened in 2004 and the latest in 2023.

The chart below provides average Gross Revenues information for the Franchised Studios and for each group of Franchised Studios in each quartile. These Studios were placed in quartiles based on their individual Gross Revenues for the Relevant Time Period. The 314 Franchised Studios with the highest Gross Revenue were placed in the Top quartile, and the next 314 in each other quartile in the chart below in descending order based on Gross Revenues.

Average Annual Gross Revenues Information

	All 1,256 Franchised Studios	Top 1/4 Average (314 Franchised Studios)	Second 1/4 Average (314 Franchised Studios)	Third 1/4 Average (314 Franchised Studios)	Bottom 1/4 Average (314 Franchised Studios)
Average Gross Revenues[1]	$857,377	$1,286,123	$911,340	$719,474	$512,572
Number/Percentage Met or Exceeded Average Gross Revenues	550/44%	113/36%	149/47%	163/52%	175/56%

Median Gross Revenues	$807,976	$1,206,093	$906,489	$721,620	$532,683
Highest Gross Revenues	$3,009,183	$3,009,183	$1,030,566	$807,657	$635,460
Lowest Gross Revenues	$195,303	$1,031,738	$808,296	$636,296	$195,303

1. The "Average Gross Revenue" of the Franchised Studios disclosed in the chart above was calculated by determining the total amount of Gross Revenues of the Franchised Studios during the Relevant Time Period and dividing that amount by the total number of Franchised Studios. This same calculation was performed for each group of Franchised Studios in each quartile.

GENERAL INFORMATION APPLICABLE TO ALL OF ITEM 19

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

Percentages were rounded to the nearest whole percent and dollar amounts to the nearest dollar.

The information disclosed in this Item 19 does not reflect the cost of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Revenues information to calculate net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Orangetheory Fitness Studio. Franchisees or former franchisees listed in this disclosure document may be one source of this information.

All of the Franchised Studios offered substantially the same products and services as you are expected to offer.

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 numbers are as of December 31 of the applicable year. We do not operate any Studios. Our affiliates operate the "Affiliate-Owned Studios" described in this Item 20.

Table No. 1
System-wide Studio Summary
For Years 2022 to 2024

Studio Type	Year	Studios at the Start of the Year	Studios at the End of the Year	Net Change
Franchised	2022	1247	1281	+34
	2023	1281	1311	+30
	2024	1311	1283	-28
Affiliate-Owned	2022	15	21	+6
	2023	21	22	+1
	2024	22	15	-7
Total Studios	**2022**	**1262**	**1302**	**+40**
	2023	**1302**	**1333**	**+31**
	2024	**1333**	**1298**	**-35**

Table No. 2
Transfers of Studios from Franchisees to New Owners (other than to us)
For Years 2022 to 2024

State	Year	Number of Transfers
Arkansas	2022	0
	2023	9
	2024	1
California	2022	1
	2023	0
	2024	0
Connecticut	2022	0
	2023	0
	2024	3
Florida	2022	6
	2023	4
	2024	13
Georgia	2022	2
	2023	1
	2024	0
Idaho	2022	3
	2023	0
	2024	0

State	Year	Number of Transfers
Illinois	2022	3
	2023	3
	2024	0
Indiana	2022	0
	2023	3
	2024	0
Iowa	2022	1
	2023	1
	2024	0
Louisiana	2022	1
	2023	0
	2024	1
Michigan	2022	0
	2023	0
	2024	6
Minnesota	2022	0
	2023	0
	2024	2
Mississippi	2022	2
	2023	0
	2024	0
Missouri	2022	6
	2023	1
	2024	1
New Jersey	2022	1
	2023	0
	2024	2
New Mexico	2022	4
	2023	0
	2024	0
New York	2022	1
	2023	1
	2024	6
North Dakota	2022	3
	2023	0
	2024	0
Ohio	2022	1
	2023	9
	2024	0
Pennsylvania	2022	0
	2023	0
	2024	2
South Dakota	2022	1
	2023	0
	2024	0

State	Year	Number of Transfers
Tennessee	2022	3
	2023	0
	2024	0
Texas	2022	2
	2023	0
	2024	3
Utah	2022	0
	2023	1
	2024	1
Virginia	2022	2
	2023	0
	2024	0
West Virginia	2022	0
	2023	0
	2024	2
Total	**2022**	**43**
	2023	**33**
	2024	**43**

Table No. 3
Status of Franchised Studios
For Years 2022 to 2024

State	Year	Studios at Start of Year	Studios Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
Alabama	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	1	13
	2024	13	0	0	0	0	0	13
Alaska	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arizona	2022	37	0	0	0	0	2	35
	2023	35	0	0	0	0	0	35
	2024	35	1	0	0	0	0	36
Arkansas	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
California	2022	150	7	0	0	0	2	155
	2023	155	6	0	1	0	0	160
	2024	160	0	0	1	0	3	156
Colorado	2022	35	3	0	0	0	0	38
	2023	38	0	0	0	0	1	37
	2024	37	1	0	0	0	2	36

State	Year	Studios at Start of Year	Studios Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
Connecticut	2022	14	2	0	0	0	0	16
	2023	16	1	0	0	0	0	17
	2024	17	1	0	0	0	0	18
Delaware	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	1	6
	2024	6	0	0	0	0	1	5
District of Columbia	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	2	10
Florida	2022	105	2	0	0	6	1	100
	2023	100	5	0	0	0	5	100
	2024	100	8*	0	1	0	5	102
Georgia	2022	52	3	0	0	0	0	55
	2023	55	0	0	0	0	0	55
	2024	55	0	0	2	0	1	52
Hawaii	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	1	4
	2024	4	0	0	0	0	0	4
Idaho	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Illinois	2022	60	2	0	0	0	0	62
	2023	62	5	0	0	0	1	66
	2024	66	1	0	0	0	2	65
Indiana	2022	20	0	0	0	0	0	20
	2023	20	1	0	0	0	0	21
	2024	21	0	0	0	0	0	21
Iowa	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	2	8
	2024	8	0	0	0	0	0	8
Kansas	2022	10	0	0	0	0	1	9
	2023	9	1	0	0	0	0	10
	2024	10	0	0	0	0	1	9
Kentucky	2022	10	1	0	0	0	0	11
	2023	11	1	0	0	0	0	12
	2024	12	0	0	0	0	0	12
Louisiana	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	1	11
	2024	11	0	0	0	0	0	11
Maine	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3

State	Year	Studios at Start of Year	Studios Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
Maryland	2022	15	2	0	0	0	0	17
	2023	17	1	0	0	0	0	18
	2024	18	0	0	0	0	0	18
Mass-achusetts	2022	35	1	0	0	0	0	36
	2023	36	0	0	0	0	2	34
	2024	34	0	0	0	0	2	32
Michigan	2022	22	1	0	0	0	0	23
	2023	23	3	0	0	0	0	26
	2024	26	1	0	0	0	0	27
Minnesota	2022	22	0	0	0	0	0	22
	2023	22	2	0	0	0	1	23
	2024	23	0	0	0	0	0	23
Mississippi	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Missouri	2022	19	0	0	0	0	0	19
	2023	19	2	0	0	0	1	20
	2024	20	0	0	0	0	1	19
Montana	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Nebraska	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Nevada	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	2	0	0	0	1	10
New Hampshire	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	1	8
	2024	8	0	0	0	0	1	7
New Jersey	2022	36	1	0	0	0	0	37
	2023	37	4	0	0	0	0	41
	2024	41	2	0	0	0	0	43
New Mexico	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
New York	2022	66	7	0	0	0	0	73
	2023	73	5	0	0	0	0	78
	2024	78	5	0	0	0	3	80
North Carolina	2022	33	2	0	0	0	0	35
	2023	35	2	0	0	0	0	37
	2024	37	0	0	0	0	2	35

State	Year	Studios at Start of Year	Studios Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
North Dakota	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Ohio	2022	48	2	0	0	0	0	50
	2023	50	0	0	0	0	0	50
	2024	50	0	0	0	0	0	50
Oklahoma	2022	8	0	0	0	0	0	8
	2023	8	1	0	0	0	0	9
	2024	9	1	0	0	0	0	10
Oregon	2022	21	1	0	0	0	0	22
	2023	22	0	0	0	0	0	22
	2024	22	0	0	0	0	1	21
Pennsylvania	2022	32	0	0	0	0	0	32
	2023	32	1	0	0	0	1	32
	2024	32	0	0	0	0	0	32
Rhode Island	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
South Carolina	2022	19	2	0	0	0	0	21
	2023	21	0	0	0	0	0	21
	2024	21	1	0	0	0	3	19
South Dakota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Tennessee	2022	21	2	0	0	0	0	23
	2023	23	2	0	0	0	0	25
	2024	25	1	0	0	0	1	25
Texas	2022	122	3	0	0	0	0	125
	2023	125	3	0	0	0	2	126
	2024	126	0	0	4	0	10	112
Utah	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
	2024	16	1	0	0	0	0	17
Vermont	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Virginia	2022	52	2	0	0	0	0	54
	2023	54	2	0	0	0	1	55
	2024	55	1	0	0	0	4	52
Washington	2022	33	1	0	0	0	1	33
	2023	33	0	0	0	0	0	33
	2024	33	0	0	0	0	1	32

State	Year	Studios at Start of Year	Studios Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Studios at End of the Year
West Virginia	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Wisconsin	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
Wyoming	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Totals	**2022**	**1247**	**47**	**0**	**0**	**6**	**7**	**1281**
	2023	**1281**	**53**	**0**	**1**	**0**	**22**	**1311**
	2024	**1311**	**27**	**0**	**8**	**0**	**47**	**1283**

* 7 of these outlets were acquired from our affiliate.

Table No. 4
Status of Affiliate-Owned Studios
For Years 2022 to 2024

State	Year	Studios at Start of Year	Studios Opened	Studios Reacquired From Franchisee	Studios Closed	Studios Sold to Franchisee	Studios at End of Year
Florida	2022	14	0	6	0	0	20
	2023	20	1	0	0	0	21
	2024	21	0	0	0	7	14
New York	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	**2022**	**15**	**0**	**6**	**0**	**0**	**21**
	2023	**21**	**1**	**0**	**0**	**0**	**22**
	2024	**22**	**0**	**0**	**0**	**7**	**15**

Table No. 5
Projected Openings as of December 31, 2024
For Openings in the Fiscal Year Ended December 31, 2025

State	Franchise Agreement Signed But Studio Not Opened	Projected New Franchised Studios in the Next Fiscal Year (2025)	Projected New Affiliate-Owned Studios in the Next Fiscal Year (2025)
Alabama	1	0	0
Alaska	0	0	0
Arizona	1	0	0
Arkansas	5	0	0

State	Franchise Agreement Signed But Studio Not Opened	Projected New Franchised Studios in the Next Fiscal Year (2025)	Projected New Affiliate-Owned Studios in the Next Fiscal Year (2025)
California	7	3	0
Colorado	4	0	0
Connecticut	0	0	0
Delaware	1	0	0
District of Columbia	1	0	0
Florida	12	1	0
Georgia	0	2	0
Hawaii	2	0	0
Idaho	2	0	0
Illinois	6	0	0
Indiana	1	0	0
Iowa	1	0	0
Kansas	0	0	0
Kentucky	3	1	0
Louisiana	1	0	0
Maine	1	0	0
Maryland	5	0	0
Massachusetts	2	1	0
Michigan	4	2	0
Minnesota	5	0	0
Mississippi	0	0	0
Missouri	3	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	1	0	0
New Hampshire	1	0	0
New Jersey	2	0	0
New Mexico	0	0	0
New York	12	1	0
North Carolina	4	0	0
North Dakota	1	0	0
Ohio	9	1	0
Oklahoma	2	0	0
Oregon	1	0	0
Pennsylvania	2	0	0
Rhode Island	0	0	0
South Dakota	0	0	0
South Carolina	0	1	0
Tennessee	0	0	0
Texas	27	1	0
Utah	2	0	0
Virginia	2	1	0
Washington	4	0	0
West Virginia	0	0	0

State	Franchise Agreement Signed But Studio Not Opened	Projected New Franchised Studios in the Next Fiscal Year (2025)	Projected New Affiliate-Owned Studios in the Next Fiscal Year (2025)
Wisconsin	2	0	0
Wyoming	2	0	0
TOTALS	**142**	**15**	**0**

Exhibit G-1 lists the name, business address, and business telephone number of each franchisee as of December 31, 2024.

The name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of franchisees who had a Studio terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our fiscal year ended December 31, 2024, or who have not communicated with us within 10 weeks of the issuance date of this disclosure document are listed in Exhibit G-2.

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

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

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

We have established the FAC for the purpose of advising us on issues related to advertising and marketing, operations, and other matters. The e-mail address of the FAC is fac@orangetheory.com. The FAC does not maintain a telephone number, mailing address, or website.

There are no other franchisee organizations sponsored or endorsed by us. One independent franchisee association has asked to be included in this disclosure document: Team Orange Independent Franchise Council, Inc., c/o Dady & Gardner, P.A., 5100 IDS Center, 80 South Eighth Street, Minneapolis, Minnesota 55402, email: otfifc@gmail.com.

ITEM 21

FINANCIAL STATEMENTS

Attached at Exhibit C 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 and other related documents. A copy of the guaranty of SFG is attached at Exhibit C.

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

ITEM 22

CONTRACTS

Attached to this disclosure document are the following contracts and their attachments:

1.	Franchise Agreement (with attachments) Appendix B – Guaranty of Performance Appendix C – Nondisclosure and Noncompetition Agreements Appendix D – Lease Addendum	Exhibit B
2.	State Specific Addenda	Exhibit E
3.	Franchise Questionnaires	Exhibit H
4.	Ascentium Financing Agreement	Exhibit I

ITEM 23

RECEIPTS

The very last page of this disclosure document should be detached and returned to us acknowledging your receipt of this disclosure document. The next to the last page is a duplicate receipt to be kept by you. If this page or any other pages or exhibits are missing from your copy, please contact us at the following address or telephone number:

OTF Franchisor, LLC
6000 Broken Sound Parkway NW, Suite 200
Boca Raton, Florida 33487
Attn: Legal Department
(954) 530-6903

EXHIBIT A TO THE DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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

Our registered agent in the State of Delaware is:

The Corporation Trust Company
Corporation Trust Center
1209 Orange St.
Wilmington, DE 19801

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677 (Toll Free) Ask.DFPI@dfpi.ca.gov (Email)	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street, Rm. 205 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 200 West Washington Street Indianapolis, Indiana 46204
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 335-7567	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York	NYS Department of Law Bureau of Investor Protection and Securities 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue State Capitol 14th Floor Dept. 414 Bismarck, ND 58505-0510 (701) 328-2910	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol 14th Floor Dept. 414 Bismarck, ND 58505-0510
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P. O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Director of Dept. of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501
Wisconsin	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 261-9555	Administrator of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

OTF FRANCHISOR, LLC

FRANCHISE AGREEMENT

Effective Date

Franchisee Name

Studio Number

Address of Studio:

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ORANGETHEORY®
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is made and entered into as of the date set forth on Appendix A of this Agreement (the "**Effective Date**") (Appendix A and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) by and between **OTF FRANCHISOR, LLC**, a Delaware limited liability company whose principal business address is 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**," "**our**" or "**Franchisor**"), and the person or Entity identified on Appendix A as the franchisee ("**you,**" "**your**" or "**Franchisee**").

A. We and our Affiliates have developed valuable and proprietary business formats and systems (collectively, the "**System**") used in developing and operating health and fitness studios that operate under the ORANGETHEORY® mark ("**Studios**").

B. The distinguishing characteristics of the System include, but are not limited to, our Studio designs, layouts, and identification schemes (collectively, the "**Trade Dress**"), our specifications for equipment, inventory, and accessories; our website or series of websites for the promotion of the brand and the Studios (the "**System Website**"); our relationships with vendors; our software and computer programs; our online booking system; our reservation procedures; any fitness programs and classes that we have developed or may develop; the accumulated experience reflected in our training program, operating procedures, customer service standards methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements ("**System Standards**") set out in our operations manuals ("**Manuals**") and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

C. We identify the Studios operating under the System by means of the trade and service marks "ORANGETHEORY®", "OT FIT®", "OTF®" and certain other trademarks, service marks, trade names, signs, associated designs, artwork, and logos set forth on Appendix B (collectively, the "**Marks**"). We may designate for your use other trade names, service marks, and trademarks as Marks from time to time. These marks will also be included in the term the "Marks."

D. We may have engaged an area representative to provide certain services to you under this Agreement pursuant to an Area Representative Agreement. If an area representative will be providing you with services as of the Effective Date, the area representative will be listed on Appendix A (the "**Area Representative**"). We may, without your consent, appoint an Area Representative, substitute or remove an Area Representative at any time.

E. As used in this Agreement, "**Affiliate**" as used with respect to you or us, means any corporation, limited liability company, partnership, or other form of entity ("**Entity**") directly or indirectly owned or controlled by, under common control with, or owning or controlling, you or us (as applicable). "**Parent**" refers to any Entity that directly or indirectly controls you. "**Owner**" refers to a person or Entity that has a legal or beneficial interest in you. For purposes of these definitions, "**control**" of a person means ownership or control of a majority of the voting ownership of the person or any combination of voting ownership and/or one or more agreements that together afford control of the management and policies of such person. We refer to you, your Owners, and/or your Affiliates individually or collectively as the "**Franchisee Parties**."

F. We franchise others the right to establish and operate one or more Studios within defined territories. You have applied for a franchise to own and operate a single Studio at a location that you select and we approve, and we wish to grant you such a franchise on the terms and conditions contained in this Agreement.

NOW, THEREFORE, In consideration of the mutual undertakings and commitments set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF FRANCHISE

(a) Rights Granted. On the terms and conditions of this Agreement, we grant to you a franchise to operate one Studio using the System and the Marks (the "**Franchise**") at the site identified in Schedule 1 to Appendix A (the "**Site**"). If the Site has not been determined as of the Effective Date, it will be (i) located within the site selection area set forth on Appendix A (the "**Site Selection Area**"), (ii) determined in accordance with Section 3(a) (Site Selection), and (iii) subsequently listed on the Studio detail schedule that is attached as Schedule 1 to Appendix A (the "**Studio Detail Schedule**"). You hereby accept the Franchise and agree to operate the Studio according to the provisions of this Agreement for the entire Term, as defined in Section 2(a) (Term).

(b) Location. You may not operate the Studio from any location other than the Site without our prior written consent.

(c) Determination of the Territory. Once the Site has been determined in accordance with Section 3(a) (Site Selection), we will, in our sole discretion, designate an area as your protected territory (the "**Territory**") based on the factors that we deem relevant, which might include demographics, the character of the Site, and nearby businesses and residences. You do not have any territorial protection in your Site Selection Area or Territory, unless and until (i) you have acquired the Site that we have accepted and (ii) we and you both execute the Studio Detail Schedule that defines the Territory. Once the Studio Detail Schedule has been signed by both parties, you will have no territorial or other rights in those portions of the Site Selection Area that are outside the Territory.

(d) Territorial Rights. Subject to the exceptions listed in this Section 1(d), our reservation of rights described in Section 1(e) (Reservation of Rights), and your compliance with this Agreement, during the Term, we and our Affiliates will not ourselves operate or authorize others to operate a Studio identified by the Marks the physical premises of which are located within your Territory. However, notwithstanding the foregoing, we may operate and authorize others to operate Studios located in private businesses, governmental institutions, or other limited access facilities within your Territory ("**Limited Access Locations**"), provided that, if such Studios operate under the Marks, access to those Studios shall be limited to owners, employees, members, transient guests, students, or residents of such businesses, institutions, or facilities. Limited Access Locations include (i) hotels, motels, resorts, casinos, or similar operations, (ii) hospitals and other health care facilities, (iii) universities, schools, and education facilities, (iv) military bases, (v) office buildings and business complexes, (vi) condominiums, apartment buildings, and dormitories, (vii) private clubs, and (viii) other similar facilities that are not accessible or made available to the public generally.

(e) Reservation of Rights. We reserve all rights not expressly granted to you in this Agreement, as well as the right to do all things that we do not expressly agree in this Agreement not to do. Without limitation and without regard to proximity to the Studio, we and our Affiliates reserve the right, on such terms and conditions as we deem appropriate, ourselves or through authorized third parties (including our Affiliates), to:

(i) establish or license franchises and/or company-owned fitness studios or businesses offering similar or identical products, services, classes, and programs and using the System or elements of the System (i) under the Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Territory;

(ii) develop or become associated with other concepts (including other franchise systems), whether or not using the System and/or the Marks, and/or award franchises under such other concepts for locations anywhere;

(iii) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) with units located anywhere and, even if such businesses are located in the Territory, (i) convert the other businesses to the ORANGETHEORY® brand and Marks and to allow them to operate as part of the System, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Studios to such other name. Such transactions are expressly permitted under this Agreement, and you agree to participate at your expense in any such conversion as may be required by us and to waive any claims, demands or damages arising from or related to the loss of our name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of ORANGETHEORY® under this Agreement;

(iv) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Territory; or

(v) manufacture, distribute, market, ship, sell and provide products and services, including coaching services, identified by the Marks or other trademarks, service marks, commercial symbols or emblems to customers located in the Territory through any alternative distribution channels (other than Studios located in the Territory), including through catalogs, mail order, retail stores or kiosks, e-commerce, applications, online videos, recorded media, or broadcast media, regardless of proximity to the Studio without compensation to you.

(f) Performance Standards. You must meet certain minimum performance levels during the Term of this Agreement (the "**Performance Standards**"). Your Performance Standards in the Territory are as follows for the following time periods during the Term:

Time Period	**Gross Sales (non-cumulative)**
Year 1	$300,000
Year 2	$350,000
Year 3 and thereafter	$400,000

"Gross Sales" is defined in Section 5(b)(ii) (Definition of Gross Sales). "Year 1" begins on the date on which the Studio first opens for member workouts of any kind under this Agreement, regardless of the date on which the Studio's "grand opening" occurs (the "**Actual Opening Date**"), and ends on the day before the first anniversary of the Actual Opening Date. Each subsequent year begins on the anniversary of the Actual Opening Date and ends on the day before the next anniversary of the Actual Opening Date. If you do not achieve the Performance Standards during any year, then you must (i) pay to us the difference between the Royalties actually paid and the Royalties that would have been paid had you achieved the Performance Standards and (ii) develop and implement a business plan that we must approve in writing to improve performance. If you do not achieve the Performance Standards in two consecutive years, it shall be an Event of Default, entitling us to exercise any of the remedies specified in Section 17(c) (Our Remedies After An Event of Default).

(g) Entity. If you are an Entity, you agree and represent that:

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

(ii) your organizational or governing documents will recite that the issuance and transfer of any Ownership Interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing Ownership Interests in you will bear a legend referring to the restrictions of this Agreement. "**Ownership Interest**" means: (a) in relation to a corporation, shares of capital stock or other equity interests in the corporation; (b) in relation to a limited liability company, membership interests or other equity interests in the limited liability company; (c) in relation to a partnership, a general or limited partnership interest; or (d) in relation to a trust, the ownership of the beneficial interest of such trust;

(iii) Appendix A will completely and accurately describe all of your Owners and their interests in you;

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

(v) each of your Owners owning, directly or indirectly, at any time during the Term of this Agreement, 15% or more of the legal or beneficial interests in the Entity must sign and deliver to us our standard form of Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. We may require, in our sole discretion, Owners with less than a 15% legal or beneficial interest in the Entity or spouses of Owners to also sign the Owner's Guaranty. A copy of our current form of Owner's Guaranty is attached as Appendix B. All Owners that do not sign an Owner's Guaranty and, in our sole discretion, spouses of such Owners will be required to sign a nondisclosure and noncompetition agreement in substantially the form attached as Appendix C;

(vi) you will designate a single non-Entity Owner to serve as the "**Managing Owner**," with the responsibility of supervising the daily operations of the Studio and the power to bind you in their dealings with us. We have the right to approve the Managing Owner, and you will promptly inform us of any proposed changes to the Managing Owner. We may, in our sole discretion permit you to appoint an individual who is not an Owner to serve in the role of Managing Owner; and

(vii) at our request, you will furnish true and correct copies of all documents and contracts governing the operation of your Entity and the rights, obligations, and powers of your Owners and agents (including the (a) articles of incorporation or organization, (b) partnership, operating or shareholder agreements, (c) bylaws, and (d) resolutions or similar authorizations for the Entity and any Parents).

2. TERM AND SUCCESSOR FRANCHISE

(a) Term. The initial term of the Franchise (the "**Term**") begins on the Effective Date and ends on the Expiration Date, unless sooner terminated in accordance with the terms of this Agreement. The Expiration Date shall be 10 years from the Effective Date, unless the Parties mutually agree in the Studio Detail Schedule to a longer term (which is intended to be no longer than 11 years from the Effective Date) to better align the Term with the lease term set forth in the Site Agreement (as defined below). We will not be obligated to agree to extend the Expiration Date past 10 years from the Effective Date.

(b) Successor Franchise. Upon the expiration of the Term, if you comply with the terms of this Section 2(b), you will have the right to acquire a successor Franchise (a "**Successor Franchise**") to operate the Studio at the Site or such substitute Site, as described in clause (vi) below, for one additional consecutive ten-year term (the "**Successor Term**"), if:

(i) you give us written notice of your election to acquire a Successor Franchise at least six, but no more than 12, months prior to the expiration of the Term;

(ii) all of the Franchisee Parties have fully complied with this Agreement and all other agreements between any of the Franchisee Parties, on one hand, and us, our Affiliates, and/or our approved vendors, on the other hand, related to this Studio or any other Studios or ORANGETHEORY® businesses (collectively, the "**Related Agreements**"), including having (a) timely paid all amounts due under such agreements, (b) not received more than one default notice under such agreements, and (c) not received more than three failed inspection reports relating to our System Standards;

(iii) at the time you provide written notice of your intent to enter into a Successor Term and at the expiration of the Term, all of the Franchisee Parties are in full compliance with this Agreement and all Related Agreements, including (i) operating all Studios in compliance with all System Standards and (ii) being current (i.e., not delinquent) with respect to all fees or payments due;

(iv) the Franchisee Parties have no pending or threatened litigation or disputes with us, our Affiliates, or our approved vendors;

(v) you and your Owners have completed and sent us the forms and other information we then require and demonstrate to our satisfaction that you meet our then-current financial and operational criteria for new Studio franchisees;

(vi) you either (a) secure the right from your landlord to continue operating the Studio at the Site for the remainder of the Successor Term and agree to remodel the Studio, add or replace improvements, equipment, fixtures, furnishings, and signs, and otherwise modify the Studio as we require to bring it into compliance with the System Standards then applicable for new Studios; or (b) if you are unable to maintain possession of the Site, or if, in our reasonable judgment based on changed market and economic conditions then in effect in your local market, the Studio should be relocated, you: (x) secure a substitute Site we approve; (y) develop the substitute Site in compliance with specifications and standards then applicable for new Studios; and (z) continue to operate the Studio at the original Site as is reasonable until operations are transferred to the substitute Site. If we require you to relocate the Studio, we will not require you to relocate the Studio until the then-current term of the lease or sublease for your Studio expires (if this Agreement expires before your then-current lease term expires), but you must begin preparing to relocate the Studio to a new location before the then-current term of your lease or sublease expires in order to minimize as reasonably as practicable the time period during which you do not have a Studio open for business;

(vii) you pay us a Successor Franchise fee equal to 50% of the standard initial franchise fee that we then are charging to new Studio franchisees;

(viii) you and your Owners (as applicable) must execute and return to us the successor Franchise Agreement, Owner's Guaranty, and ancillary agreements we provide to you to govern your ownership and operation of the Studio during the Successor Term (the "**Successor Agreements**"). The Successor Agreements will be based on the forms of agreements we are then using to grant Franchises, the terms of which may be materially different those of this Agreement, including potentially requiring higher or new fees, changing your rights and obligations, and modifying the protected rights you will be granted in the Territory. The Successor Agreements will be modified as we deem necessary and appropriate to reflect changes we deem appropriate for such Successor Term, including (a) that the Studio is a developed and operating business, (b) that you are paying a Successor Franchise fee in lieu of an initial franchise fee, (c) any changes to the description of the Territory (which may make it smaller or larger), as we deem appropriate to reflect changes in demographics, competitive positioning, and our territorial policies since the Studio was originally developed, and (d) that you will have no further renewal or extension rights;

(ix) you and your Owners must also execute and deliver to us general releases substantially in the form of Appendix E, to the extent permitted by any applicable federal, state or local laws, rules, regulations or ordinances ("**Applicable Laws**"), in a form prescribed by us, of any and all claims against us and our Affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns; and

(x) you (or your Owners) and your lead trainer and the studio manager for your Studio satisfactorily complete such new and refresher programs as we may reasonably require.

(c) <u>Failure to Comply</u>. If you (i) provide us with written notice that you do not intend to acquire a Successor Franchise, (ii) fail to give us your notice of your intent to acquire a Successor Franchise during the period specified in Section 2(b)(i), or (iii) if you and your Owners fail to sign and deliver to us the Successor Agreements and general releases within 30 days after delivery of such documents to you, we will interpret that to be your election not to acquire a Successor Franchise, and we may take action in reliance on that election. If we, in our reasonable discretion, determine you are ineligible to acquire a Successor Franchise because you have not complied, or cannot comply, with Section 2(b) (Successor Franchise), we will provide you with written notice advising you of (x) our determination that we will not grant you a Successor Franchise and the reasons for not doing so or (y) any deficiencies which must be corrected by you, or additional conditions that you must comply with, before we will grant you a Successor Franchise.

(d) Interim Period. If (i) we have not provided you with written notice that you will not be eligible to obtain a Successor Franchise, (ii) you and your Owners do not sign and return the Successor Agreements and comply with each of the provisions set forth in Section 2(b) prior to the expiration of this Agreement, and (iii) you continue to operate the Studio and accept the benefits of this Agreement after the expiration of this Agreement, then, at our option, this Agreement may be treated either as (x) expired as of the date of the expiration of the Term, with you then operating without any authorization to do so, in violation of our rights; or (y) continued on a month-to-month basis (the "**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after the other party's receipt of the notice to terminate the Interim Period. The Interim Period shall be considered part of the Term. However, if you enter into a Successor Term, the Successor Term will be deemed to have begun upon expiration of the Initial Term, rather than the Interim Period. If we allow for an Interim Period, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired and all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period. However, beginning on the 30th day of the Interim Period, the monthly Royalty (as defined in Section 5(b)) shall increase to 10% of your Studio's Gross Sales during each week that you fail to enter into a Successor Term until (A) you comply with the conditions necessary to acquire a Successor Franchise (including execution of the Successor Agreements and a general release and payment of the Successor Franchise fee) or (B) this Agreement is terminated. By accepting any increased Royalties, we do not waive any of the rights and remedies under this Agreement, including the right to terminate this Agreement.

3. YOUR OBLIGATIONS TO DEVELOP THE STUDIO

You have the following obligations with respect to locating the Site and developing and opening your Studio:

(a) Site Selection.

(i) Site Proposal. If you have not yet located an approved Site as of the Effective Date, then promptly after the Effective Date, you must deliver to us for our review a complete site proposal and other materials and information we request for a suitable site within the Site Selection Area. We will furnish to you site selection guidelines, site selection counseling and assistance, and such on-site evaluation(s) as we consider necessary and appropriate as part of our evaluation of your request for acceptance of the proposed site. Your proposed site (i) must meet our then-current site selection criteria for Studios and (ii) must be available for lease or purchase in time for you to acquire, develop, and open the Studio by the deadlines specified in this Section 3. You will have the exclusive right to locate a site for a Studio within the Site Selection Area.

(ii) On-Site Evaluation. If we determine that on-site evaluation is necessary (on our own initiative or at your request), we will provide such on-site evaluation at our expense, unless we determine that such on-site evaluations (at the same or any other location) are or become excessive, in which case we may require you to reimburse us for all reasonable costs and expenses incurred by us in relation to each such evaluation, including the cost of travel, lodging, and meals for our employees and agents. We will not provide on-site evaluation for any proposed site prior to our receipt of all information and materials required by this Section 3(a). You are limited initially to two site proposals; however, if we do not accept one of those initial proposed sites, you will have the ability at that time to provide an additional site proposal for a different site located within your Site Selection Area.

(iii) Analysis of Site Selection Area. At our option, we may require you to purchase a demographic analysis and/or map for your Site Selection Area. The demographic analysis will contain demographic statistics and other factors determined by us from time to time.

(iv) Site Acceptance Deadline. Subject to your obligation to develop and open the Studio on or before the Opening Deadline, you must obtain our written acceptance of a proposed site within four months after the Effective Date, unless a different site acceptance deadline is identified in Appendix A (the "**Site Acceptance Deadline**"). We will use our reasonable efforts to review and accept or reject a site you propose within 15 days after receiving the complete site proposal and other materials we request. We will not unreasonably withhold our acceptance of a site that meets our then-current internal criteria, including the site's proximity to both boundaries of the Site Selection Area and to other existing or proposed Studios located outside the Site Selection Area boundaries. If we do not accept the proposed site within such 15-day period, the proposed site is deemed rejected. A site is not accepted until you have received our acceptance in writing.

(v) No Warranty. You acknowledge and agree that our acceptance or proposal of a proposed site is not a warranty or representation, express or implied, as to the potential success or profitability of your Studio. While we may provide assistance and guidance, it is solely your responsibility to select a suitable site for the Studio. Our recommendation or acceptance of a Site indicates only that we believe the Site meets our then-current criteria. We are not responsible if the Site we recommend or accept fails to meet your expectations. Your acceptance of the Site is based on your own independent investigation of, or agreement in the future to investigate, the Site's suitability.

(b) Site Acquisition.

(i) Obtain Approval. You must present to us for our review and approval, which we will not unreasonably withhold, each letter of intent, lease, sublease, or purchase agreement (and any renewals and amendments thereof) that will govern your acquisition, occupancy and/or lawful possession of the Site (collectively, "**Site Agreements**") at least 30 days before you intend to sign it. We may (but have no obligation to) provide you guidance or assistance relating to the Site Agreement and its negotiation. You may not sign any Site Agreement unless it contains the terms that we require in accordance with this Section and until you have received a written "Certificate of Site Agreement Approval" from us. If we have not approved a Site Agreement in writing within 10 Business Days after we receive a complete clean copy of the Site Agreement from you (containing all negotiated terms and in signature-ready form), then it will be deemed disapproved. A "**Business Day**" means any day other than Saturday, Sunday or a legal United States holiday.

(ii) Lease Requirements. Any LOI, lease or sublease must include the approval by the landlord for you to have a kiosk or table placed outside the Studio for a period of 12 to 16 weeks prior to opening (or such other period as may be prescribed by us in the Manuals) for presales activities, including gift card sales, or, in the alternative, the ability to rent space adjacent to the Site for the purpose of conducting such activities during the 12 to 16-week period prior to opening the Studio. If the landlord does not agree to these terms, we may reject the proposed Site or allow you to submit to us for review and approval a presales marketing plan which outlines in detail the process you will follow for presales of memberships and sales of gift cards during such 12 to 16-week period. In addition, the lease or sublease must either (i) include our then-current form of lease addendum (our current form is attached as Appendix D), or (ii) provide in the body of the lease or sublease, as applicable, the terms and conditions found in our then-current standard form of lease addendum.

(iii) Purchased Sites. If you or your Affiliate will own the premises for your Studio, you agree to sign an Agreement to Lease, in a form acceptable to us, which requires you or your Affiliate, at our option, to lease the Site to us or our designee upon any expiration or termination of this Agreement at a fair market rent for a minimum of ten years.

(iv) No Warranty. You acknowledge and agree that our guidance and assistance (if we choose to provide it) and approval of any Site Agreement do not constitute a warranty or representation, express or implied, as to the potential success or profitability of your Studio to be operated at the Site or of the suitability of the terms of the Site Agreement for your business purposes.

(v) Site Acquisition Deadline. You must acquire the site that we have accepted and deliver to us a signed copy of the Site Agreement that we have approved within six months from the Effective Date of this Agreement, unless a different site acquisition deadline is specified in Appendix A (the "**Site Acquisition Deadline**").

(vi) Studio Detail Schedule. After we have received the executed Site Agreement, we will insert a description of the Site, a description of the Territory, and the Expiration Date of this Agreement on the Studio Detail Schedule. You must sign and deliver to us a copy of the Studio Detail Schedule within 30 days of your receipt of the Studio Detail Schedule or we will have the right to terminate this Agreement upon written notice to you. You may not begin the construction of your Studio until we have received a signed copy of the Studio Detail Schedule.

(vii) Modifications to Site Agreements. You may not terminate, modify, amend or extend a Site Agreement without first obtaining our prior written consent, which shall not be unreasonable withheld. If we have not approved a modification or extension of a Site Agreement in writing within 10 Business Days after we receive a complete clean copy of such agreement from you (containing all negotiated terms and in signature-ready form), then it will be deemed disapproved. You must promptly provide us with copies of all proposed terminations, modifications, amendments, or extensions of any Site Agreements at least 30 days before you intend to execute them and, if approved by us, must provide us with true and correct copies of such signed agreements.

(c) Development of Studio. It is your responsibility to prepare all required construction plans and specifications for the Studio only in accordance with our approved plans and specifications, and to make sure that these plans and specifications comply with the Americans with Disabilities Act (the "**ADA**") and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We may require you to use architects and contractors designated or approved by us. You must send us initial space plans for our approval when you submit your site proposal. Once we approve the initial space plans in writing, you must provide us with complete space plans, architectural drawings, construction plans and specifications for review and receive our written approval of them before you begin construction of the Studio. You must also send us all revised plans and specifications, including any additions or substitutions, for our review and written approval of them as we determine necessary or appropriate, in our sole discretion. You may not begin construction of your Studio without a written certification from us that the final plans and specifications have been approved. Upon completion of construction, you must provide us with "as built" plans for your Studio. We may inspect the Site while you are developing the Studio. Any review of your construction plans and specifications will be limited to ensuring your compliance with our design and other requirements for Studios. We will not assess your compliance with Applicable Laws related to the development or construction of your Studio, which is solely your responsibility. Any changes that you make to the space plans, architectural drawings, construction plans or specifications to comply with Applicable Laws must be provided to us for our prior review and written approval (including via e-mail).

(d) Presale of Memberships. No memberships may be sold unless and until (i) we notify you that we have activated your designated online account that allows you to manage and track memberships, sales, and presales for your Studio (the "**Management Account**") and authorize you in writing to sell memberships to the public; (ii) you (or your Managing Owner) and the Studio's lead trainer and Studio manager have completed to our satisfaction the Presales Training described in Section 4(a)(ii) (Initial Presales Training Program); and (iii) you have secured all financing and permits necessary to develop, build and fully equip the Studio. You must commence presales activities 12 to 16 weeks prior to opening your Studio (or such other period as may be prescribed by us in the Manuals) and achieve a minimum of 250 presale memberships during such period. All presales activities must comply with the standards and specifications described in the Manuals or otherwise in writing by us. You must also comply with and certify to us in writing that you have obtained all necessary bonds and otherwise have complied, and will comply, with all Applicable Laws relating to your presale of memberships. If you fail to do so, in addition to our other rights and remedies, you will not be authorized to begin offering or selling memberships for the Studio.

(e) Opening. You must open and begin operating the Studio (as evidenced by you conducting classes in the Studio that are attended by paying customers) within 12 months from the Effective Date of this Agreement, unless a different site acquisition deadline is specified in Appendix A (the "**Opening Deadline**"). You may not open and begin operating the Studio until you have obtained our written consent to do so. We will not unreasonably withhold our consent for the opening of the Studio, provided you have (1) requested in writing our approval to open the Studio at least 30 days' prior written notice of the Studio's planned opening date and provided us with written notice of when the Studio is ready for inspection, (2) complied in all material respects with all applicable provisions of this Agreement relating to the development of your Studio, and (3) have satisfied the following conditions:

(i) You have secured all financing you require to develop and operate the Studio;

(ii) You have purchased or lease and installed all required equipment, including components of the Technology System (as defined in Section 6(j) (Technology System)) and fixtures, furnishings, and signs for the Studio according to the requirements in Sections 6(f) (Products, Supplies, Operating Assets, and Services);

(iii) You have purchased an opening inventory of required, authorized, and approved products, materials, and supplies;

(iv) You have achieved a minimum of 250 presale memberships.

(v) We have inspected and approved the Studio as having been developed in accordance with our specifications and standards and our approved plans, Trade Dress and specifications. As an alternative, or in addition, to our physical inspection of the Studio, we may require you to send us video tapes and/or photographs of the Studio. Our inspection and approval are limited to ensuring your compliance with our standards and specifications, although our approval is not a representation that the Studio complies with our standards and specifications or a waiver of our right to enforce any provision of this Agreement. Our inspection and approval are not designed to assess compliance with Applicable Laws, including the ADA, as compliance with such laws is your responsibility;

(vi) You (or your Managing Owner) and the Studio's lead trainer and the studio manager have completed the pre-opening training described in Section 4 (Training and Guidance) to our satisfaction;

(vii) You have satisfied all bonding, licensing, and other legal requirements for the lawful operation of your Studio, including by ensuring that your planned membership offerings following the Studio's opening and your forms of membership agreement comply with Applicable Laws, and you have delivered to us copies of all business registrations, permits and approvals for your Studio required by Applicable Laws, including the certificate of occupancy;

(viii) All amounts due to us and/or our Affiliates have been paid;

(ix) We have received certificates of coverage evidencing the insurance policies and amounts required by this Agreement and the Manuals; and

(x) You have signed and delivered to us a completed opening checklist/request for opening, in the form we specify, certifying to us that all of the requirements in numerettes (i) through (ix) above have been satisfied.

(f) Presale/Grand Opening Program. You agree to conduct a presale/grand opening advertising and promotional program for the Studio and to spend between $36,000 and $45,000, as determined by us in our sole discretion, for such purpose. The presale/grand opening program must be conducted during the period that is 12 to 16 weeks before and 30 days following the opening of your Studio to the public (or such other period as may be prescribed by us in the Manuals). Such advertising and promotion will utilize the marketing and public relations programs and media and advertising materials we have developed or approved, including a variety of meetings with potential members and participation in local events to promote your Studio. Amounts that you spend for participation in any Presales Training are in addition to, and do not count toward, the amount that you must spend for the presale/grand opening program for your Studio.

(g) Initial Inventory. Prior to opening your Studio, you must purchase an initial inventory of branded "ORANGETHEORY®" merchandise, including clothing and other consumer products that we determine from time to time to be appropriate for retail sale at the Studio or for use in approved promotions (“**Branded Products**”) from us, our Affiliates, or our designated vendors. We may specify the type and quantity of items that you must purchase for your pre-opening inventory.

4. TRAINING AND GUIDANCE

(a) Initial Training.

(i) Initial Training Program. We will furnish at our corporate headquarters and/or a designated training facility an initial training program on the operation of a Studio (the "**Initial Training Program**") for all Owners who sign this Agreement (including your Managing Owner, who must be a signatory on this Agreement). If there is room in the training class and all individuals who have signed this Agreement have been trained, we may allow up to two additional people, such as your Studio manager and/or your lead trainer, to attend training for portions of the Initial Training Program related to Studio management and operations. We will train up to three trainees at no charge. We charge a fee of $1,000 per additional trainee per session, and we also charge this fee for any new, repeat or replacement trainees who are required to take the Initial Training Program.

(ii) Initial Presales Training Program. If this Agreement relates to your first Studio, you, along with all Owners and employees of the Studio, must successfully complete our initial presales training program ("**Presales Training**") to our satisfaction before your Studio begins selling memberships in presales. If this Agreement relates to a second or subsequent Studio, we may require you to complete our Presales Training in our sole discretion. We or our representatives will provide Presales Training for a fee of $4,900, plus the travel and living expenses of our representatives. Our current Presales Training program may be conducted at your Studio, the site of your presales, or a Studio that we or our representative designates.

(iii) Studio Launch Training. We or our representative will also provide sales and operations training and OTFit certification training (collectively, "**Studio Launch Training**") at no charge for up to eight fitness coaches and four sales associates. Such training will include online modules in addition to on-site training at your Studio. Your fitness coaches must successfully complete the OTFit certification training to become certified as a group fitness coach in order to participate as a group fitness coach at your Studio. We charge $1,400 per additional trainee per session (in excess of the original eight fitness coaches and four sales associates), including replacement and repeat trainees.

(iv) Completion of Training. Before you sell any memberships (including through presale), advertise the Studio, or open the Studio to the public: (i) you (or your Managing Owner) must complete our Initial Training Program and Presales Training Program to our satisfaction and (ii) your lead trainer and Studio manager must complete the training program(s) that we require for such positions (which may include abbreviated portions of the Initial Training Program that we provide to franchise owners and the Presales Training Program).

(b) Lead Trainer. You must replace any lead trainer who does not satisfactorily complete a training program, and a new lead trainer must satisfactorily complete a training program conducted by us at our designated training facility before they begin their employment duties. You must pay our then-current fee for any additional training that we provide.

(c) Employee Training. You must implement a training program for all your employees using training standards and procedures we prescribe and staff the Studio at all times with a sufficient number of trained employees, including at least one Studio manager who has satisfactorily completed our Initial Training Program.

(d) Manuals and System Standards. We will provide you access during the Term to one set of our Manuals, which include our business policies, System Standards, and information relating to your other obligations under this Agreement. The Manuals may be modified from time to time to reflect changes in System Standards, and we will communicate any required changes to you. Our master copy controls. You agree to keep your copy of the Manuals current and in a secure location at the Studio. If we provide you with online access to the Manuals, you will be responsible for periodically monitoring the site for any updates to the Manuals or System Standards and for protecting the confidentiality of any passwords and other digital identifications necessary to access the Manuals on such site. We are the sole owner of the copyright in and all other rights to the Manuals, and you may not reproduce or use them for any purpose other than in connection with your performance under this Agreement.

(e) Supplemental Training and Conferences. We may require you (or your Managing Owner), your Studio's lead trainer, and/or Studio manager to attend (and, in the case of training programs, successfully complete) any conferences or supplemental or refresher training programs that we choose to provide at locations that we designate, including our ORANGETHEORY® conference and our training summit. You must pay a registration fee depending on the event of between $600 and $1,500 for each individual that attends or participates in a program or conference. If you own multiple Studios, we may permit, in our sole discretion, you (or your Managing Owner) and a designated manager and lead trainer from one of your Studios to attend such programs on behalf of all of your Studios, provided that you will be responsible for training all of your managers and other employees at all of your Studios on the subjects taught at the programs to ensure that all such Studios are operated in accordance with System Standards.

(f) Online Training. For any training programs that we conduct, we may supplement or replace portions of the in-person training with online training modules.

(g) Travel and Living Expenses. You will be responsible for the compensation, travel and living expenses of you, your Owners and your employees during any and all training, conferences, and programs.

5. FEES

(a) Franchise Fee. You must pay us an initial franchise fee in the amount specified in Appendix A (the "**Franchise Fee**") in a lump sum upon execution of this Agreement. This Franchise Fee is due, and fully earned by us, when you sign this Agreement. The Franchise Fee is not refundable.

(b) Royalty Fee.

(i) Amount of Royalty Fee. Beginning on the Effective Date, you must pay us a weekly royalty fee (the "**Royalty**") equal to 8% of your Studio's Gross Sales during each week.

(ii) Definition of Gross Sales. "**Gross Sales**" means the total gross revenue from the provision of all products and services sold or performed by or for you or the Studio in, at, from or away from the Studio, or through or by means of the Studio's business, whether from cash, check, credit card, debit card, barter or exchange, or other credit transactions, and irrespective of the collection thereof, and including the following: (a) membership fees, including initiation fees, enrollment fees, processing fees, paid-in-full dues, renewal fees, corporate/third party payor fees, monthly dues and any fees or revenue generated and derived during any presales; (b) fees and charges for optional services; (c) fees charged to non-members using the Studio's services; (d) revenue derived from merchandise and product sales and other Core Business Operations (as defined in Section 6(c)(ii) (Core Business Operations)) and any Ancillary Business Operations (as defined in Section 6(c)(iii) (Ancillary Business Operations)) that you or your Affiliate performs; (e) payments (for example, rent and license fees) that Contractors (as defined in Section 6(c)(ii)) make to you relating directly or indirectly to their performance of Ancillary Business Operations; and (f) payments you receive from an insurer to replace or compensate you for revenue lost as a result of an insured risk that interrupted the operation of your Studio. Notwithstanding the foregoing, the following amounts will be deducted from "**Gross Sales**": (i) sales taxes, use taxes, and other similar taxes added to the sales price and collected from the customer and paid to the appropriate taxing authority; and (ii) any bona fide refunds and credits that are actually provided to customers. For the avoidance of doubt, Gross Sales does not include rent, license fees and other fees that you or your Affiliate receives in return for authorizing an unrelated Contractor to operate an unrelated business (which is not part of the Core Business Operations or the Ancillary Business Operations) from part of the property on which the Studio is located (but not from the Studio itself), as long as the unrelated business has a separate street address and entrance that its customers must use and is not directly accessible from the Studio.

(c) Brand Fund Contribution. You agree to contribute to the Brand Fund such amounts that we prescribe from time to time (the "**Brand Fund Contributions**"), not to exceed 5% of your Gross Sales. The Brand Fund Contributions are payable monthly based on your Gross Sales during the previous month or as otherwise prescribed by us in the Manuals.

(d) Technology Fee. Beginning with the month that you set up your Management Account, you must pay us a monthly technology fee (the "**Technology Fee**") for certain products, services, licenses, and sublicenses related to the Technology System (as defined in Section 6(j) (Technology System)) that we specify and require you to acquire from us or our Affiliates for use in the operation of your Studio. We may change the Technology Fee, the payment due date, and the products, services, licenses, and sublicenses covered by the Technology Fee from time to time in the Manuals or otherwise in writing. The Technology Fee is subject to an annual increase of 10%. Adjustments will be 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. In addition to the ongoing Technology Fee, you must pay us or a third-party vendor that we designate a $575 initial set-up fee for your Management Account. The Technology Fee is in addition to the fees set forth in Section 5(e) (OTbeat Fee).

(e) OTbeat Fee. You must pay us or our Affiliate a one-time setup fee and a monthly fee (the "**OTbeat Fee**") for a license to use the proprietary heart rate monitoring system that we or our Affiliate provide or make available to you, or other heart rate monitoring system and/or other technology we prescribe for use in connection with the operation of the Studio (the

"**OTbeat™ System**"). We may change the amount, the payment due date, and the products, services, and licenses covered by such fees from time to time in the Manuals or otherwise in writing. However, we will not raise the setup fee to more than $500 and we will not raise the monthly fee to more than $500 per month. Currently, these fees are for the software that supports the OTbeat™ System only, and they do not include the cost of the equipment or related components (such as straps and pods that members will use to connect to the OTbeat™ System during their workout), which you must purchase from our Affiliate or a vendor that we designate based on its then-current pricing.

(f) Non-Compliance Fee. If we determine that you have violated any of your obligations under this Agreement, including any failure to comply with any standards set forth in the Manuals, we may send you a notice of violation and assess you up to $3,000 (the "**Non-Compliance Fee**"), which must be paid within 10 days from your receipt of our notice. The Non-Compliance Fee applies for each notice of violation that we send to you, even if the violation is of the same provision of this Agreement for which you previously received a notice of violation from us. We reserve all other rights and remedies available to us.

(g) Payments of Fees. All fees are due to us at the times and in the manner that we specify from time to time in the Manuals or otherwise. Currently, (i) the Royalty for the immediately preceding week shall be paid to us on each Friday, (ii) the Brand Fund Contribution for the immediately preceding month shall be paid to us by the 15th day of each month, and (iii) the Technology Fee and OTbeat Fee shall be paid to us by the 20th day of each month. All other fees and payments due to us must be paid to us within ten days of your receipt of an invoice from us or as otherwise specified in the Manuals.

(h) Automatic Debit. You must sign and deliver to us the documents we periodically require to authorize us to debit your checking account automatically for the Royalty, Brand Fund Contributions, and other amounts due under this Agreement or any related agreement between us (or our Affiliates) and you at the dates specified in the Manuals or under such agreement. You agree to make the funds available for withdrawal by electronic transfer before each due date. If you fail to report the Studio's Gross Sales, or you withhold our access to accounting or financial systems or data we need to determine the Studio's Gross Sales, we may debit your account for 150% of the last Royalty fee and Brand Fund Contribution that we debited. If the amounts that we debit from your account are less than the amounts you actually owe us (once we have determined the Studio's actual Gross Sales), we will debit your account for the balance, plus the amounts due under Sections 5(f) (Non-compliance Fee) and 5(i) (Interest on Delinquent Payments; Late Fees), on the day we specify. The foregoing is in addition to any other rights we may have under this Agreement or otherwise. If the amounts that we debit from your account are greater than the amounts you actually owe us, we will credit the excess (without interest) against the amounts we otherwise would debit from your account during the following week. We may periodically change the mechanism for your payments of Royalties, Brand Fund Contributions and other amounts you owe to us and our Affiliates under this Agreement (including the timing and manner of payment).

(i) Interest on Delinquent Payments; Late Fees. If you fail to pay (or make available for withdrawal from your account) any amounts you owe us or our Affiliates, including amounts for Royalties and/or Brand Fund Contributions, whether such amounts are reflected as due on any report you submit to us or are subsequently determined by verification, examination or audit to have been due, you must pay us daily interest on the amount owed at the rate of 18% per annum or the highest rate permitted by applicable state law, whichever is less, calculated from the date such payment was due until it is received by us. In addition, you must pay us a late fee of $100 for each week (or portion thereof) that any payment is delinquent or any report or item is not timely received. Late fees and interest charges are nonrefundable**.** This provision does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend credit to, or otherwise finance, the operation of your Franchise. Your failure to pay all amounts when due constitutes a default under this Agreement.

(j) Application of Payments; Right to Offset. Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us. We may set off from any amounts that we may owe you any amount that you owe to us or our Affiliates, including, without limitation, (i) Royalties, (ii) Brand Fund Contributions, (iii) late payment penalties and late payment interest, (iv) amounts owed to us or our Affiliates for the purchase of goods or services, (v) amounts owed to us or our Affiliates under any Related Agreements, or (vi) for any other reason. Thus, payments that we make to you may be reduced, in our discretion, by amounts that you owe to us or our Affiliates from time to time. In particular, we may retain (or direct to our Affiliates) any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us or our Affiliates at any time. We may do so without notice to you at any time. However, you do not have the right to offset payments owed to us for amounts purportedly due to you from us.

6. OPERATION OF THE STUDIO AND SYSTEM STANDARDS

(a) Compliance with System Standards and Applicable Laws.

(i) Responsibility. You alone are responsible for operating the Studio in full compliance with all Applicable Laws, System Standards, and Privacy Requirements (as defined in Section 6(a)(iv) (Privacy Requirements)), as each may be modified from time to time.

(ii) Applicable Laws. It is your sole and absolute obligation to research all Applicable Laws governing the operation of your Studio and to ensure that such operation does not violate any Applicable Laws. For example, there are various federal laws that could affect your business and that you must comply with such as the American with Disabilities Act, the CAN-SPAM Act, the Telephone Consumer Protection Act ("**TCPA**"), the Telemarketing Sales Rule, other federal and state anti-solicitation laws regulating marketing phone calls, laws addressing pricing, membership, consumer disclosure, and unfair and deceptive consumer practice, and federal and state laws that regulate data security and privacy (including the use, storage, transmission, and disposal of data regardless of media type). You should investigate these laws to understand your potential legal obligations.

(iii) System Standards. Except as otherwise provided in this Agreement, System Standards may regulate any aspect of the operation and maintenance of Studios, including any one or more of the following:

(A) the design, layout, décor, appearance and lighting of the Studio, including the Studio's branding and cleanliness;

(B) periodic maintenance, cleaning and sanitation; periodic remodeling; and replacement of obsolete or worn-out leasehold improvements, fixtures, furnishings, equipment and signs;

(C) types, models and brands and/or minimum and required standards and specifications for products, equipment, materials, and supplies and services that Studios use and/or sell;

(D) designated, preferred and/or approved suppliers (which may include us and/or our Affiliates) of fixtures, furnishings, equipment, signs, software, products, materials and supplies;

(E) terms and conditions of the sale and delivery of, and terms and methods of payment for, products, materials, supplies and services, that you obtain from us, affiliated suppliers or others;

(F) matters relating to managing the Studio;

(G) dress, appearance and uniforms for the employees of Studios, and brand standards for providing competent and courteous service to all of the members of Studios (although you have the sole responsibility and authority for the terms and conditions of employment of your employees);

(H) evaluation and customer relations programs used to evaluate the quality of the experience that members have at Studios;

(I) use and display of the Marks, usage of the Studio and required internal and external signage and postings;

(J) days and hours of operation of the Studio;

(K) sales, marketing, advertising and promotional programs and materials and media used in such programs;

(L) participating in market research, product testing and service development programs;

(M) acceptance of credit cards, gift certificates, coupons, other payment systems and check verification services;

(N) exercise and other classes and any services you are authorized to offer at the Studio;

(O) a global reciprocity program for members of Studios, including all standards, procedures and requirements for such program;

(P) compliance with the membership rules and procedures of the International Health and Racquet Sports Association (IHRSA) or similar organization(s) that we periodically designate;

(Q) types, amounts, terms and conditions of insurance coverage required to be carried for the Studio and standards for underwriters of policies providing required insurance coverage; and

(R) information and other forms and procedures which you must use to submit any proposed Transfer to us under Section 10 (Transfer) for our approval.

(iv) Employment Matters. To the extent System Standards, or other resources in the Manuals, address personnel or employment matters, those are not mandatory but are merely recommendations, suggestions or guidelines. System Standards do not include any mandatory requirements on your employee's wages, working conditions, hours, staffing levels, shift timing or other terms of employment, but may specify uniforms and appearance to meet brand standards. While we or your Area Representative may provide additional employment-related guidance, you are responsible for making all hiring and employment decisions as the owner of the Studio. This includes, but is not limited to, employee selection, hiring, training, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline, and working conditions.

(v) Privacy Requirements. To the extent applicable, you must abide by: (i) the Payment Card Industry Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); (ii) the Fair and Accurate Credit Transactions Act; (iii) all other standards, laws, rules, regulations or any equivalent thereof that related to electronic payments, data privacy, personally identifiable information, protected health information, and data protection; and (iv) any privacy policies or data protection and breach response policies we periodically may establish (collectively, "**Privacy Requirements**"). We may require you to (a) use vendors that we designate or approve to provide security services that are consistent with the Privacy Requirements; (b) maintain specific security measures; (c) provide evidence of compliance with Privacy Requirements upon our request; and/or (d) use vendors that we approve or designate to conduct periodic security audits to ensure that personally identifiable information, protected health information, and/or payment data is adequately protected and provide us with copies of any audits, scanning results, or related documentation relating to such compliance or audits. If you suspect or know of a security breach, you must immediately give us notice of such security breach and promptly identify and remediate the source of any compromise or security breach at your expense. You assume, at your expense, all responsibility for complying with applicable data breach notification laws, providing all notices of breach or compromise, and monitoring credit histories and transactions for all impacted individuals.

(b) Modification of System Standards. We may periodically modify the System Standards, provided that such modifications will not alter your fundamental rights under this Agreement. You must comply with all modifications to the System Standards within the reasonable time periods we specify. You acknowledge that any modifications to the System Standards may obligate you to invest additional capital in the Studio and/or to incur higher operating costs and that there is no limit on the cost or frequency of such modifications. Modifications may include (at our discretion) those needed to modernize the premises of the Studio, and other changes to the Operating Assets (including the Technology System), signs, interior and exterior décor items, fixtures, furnishings, supplies, and other products and materials required for new Studios. Nothing in this Agreement limits the frequency or cost of future changes to the System that we may require.

(c) Product and Service Offerings.

(i) Products and Services You May Offer. You may offer in the Studio to customers only the products, services, and classes that we have approved in writing. In addition, you must offer the specific products, services, and classes that we require in the Manuals or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products, services, or classes that we designate as mandatory. You may sell products and services only in the varieties, forms, and packages that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

(ii) Core Business Operations. You must offer or perform (as applicable) in the Studio all Core Business Operations, as we periodically modify them. "**Core Business Operations**" means all mandatory business activities of or associated with the Studio, including the Studio's front desk and membership operations, all cardio and weight training functions, personal training services, group exercise classes, towel/locker services, and other services we designate from time to time. You must ensure that only you, and your employees, perform all Core Business Operations at the Studio, and you may not contract with or allow any third party, including any licensee, lessee, consultant or other independent contractor (a "**Contractor**"), to perform any Core Business Operations.

(iii) Ancillary Business Operations. You may offer or perform (as applicable) in the Studio any Ancillary Business Operations (if any) that we specify or approve in our sole discretion. "**Ancillary Business Operations**" means business activities other than Core Business Operations, such as tanning services, massage services, chiropractic services and physical therapy services, which (i) we may periodically specify as being ancillary and optional to the main business of the Studio or (ii) which we, in our sole discretion, otherwise approve in writing. Any Contractors performing any or all of the Ancillary Business Operations must be approved by us before performing any of these operations. We may specify in the Manuals and periodically modify those business activities that will be approved as Ancillary Business Operations. If we withdraw our approval for any Ancillary Business Operations, you must promptly cease offering such Ancillary Business Operations. At your option, but subject to our prior written approval and your compliance with all terms and conditions of this Agreement, you may (i) allow one or more Contractors to perform any or all of the Ancillary Business Operations, provided that they may not use the Marks when doing so and that you enter into an arm's-length commercial relationship with each Contractor; or (ii) perform any or all Ancillary Business Operations yourself (through your employees), either under the Marks or under any trademark, service mark or trade name other than the Marks (an "**Other Mark**") that you own or license from a third party (an "**Ancillary Trademark Licensor**"). You acknowledge that, as a condition to obtaining our approval:

(A) you must first submit to us all agreements and other documents evidencing the relationship between you and each Contractor or Ancillary Trademark Licensor with respect to any Ancillary Business Operations and promptly notify us of any changes in the terms of your relationship with any Contractor or Ancillary Trademark Licensor;

(B) you and each Contractor or Ancillary Trademark Licensor must sign any agreements and documents that we periodically specify to protect our rights in the System, Confidential Information and Marks;

(C) if a Contractor performs the Ancillary Business Operations, you and the Contractor must have an arm's-length commercial relationship with economic and other terms that are standard in the industry for similar relationships involving unrelated parties; and

(D) if a Contractor performs the Ancillary Business Operations or you perform the Ancillary Business Operations under Other Marks, such Ancillary Business Operations must (i) not use or display the Marks in any manner, (ii) be clearly distinguishable from the remainder of the Studio in the manner we periodically specify, and (iii) be clearly identified in the manner we periodically specify as an independently owned and operated business separate from the Studio.

(iv) Branded Products. Prior to opening and during the Term, you must purchase Branded Products and prominently display them and offer them for sale at your Studio and in the manner we designate from time to time. You agree to buy Branded Products (subject to Section 6(f) (Products, Supplies, Operating Assets, and Services)) only from suppliers that we designate or approve (which may include or even be limited to us, our Affiliates, or our or their licensees). You must reorder and stock such Branded Products as may be necessary to meet reasonably expected consumer demand at the Studio throughout the Term. Neither you nor we will have any obligation to the other on account of the temporary unavailability of any Branded Products, whether from us, Affiliates, or authorized licensees.

(v) Classes. You must conduct all classes in accordance with the System. You must offer at the Studio any classes or programs that we deem to be mandatory. Any classes that you or your instructors develop must be consistent with the System Standards that we specify from time to time. If we disapprove of any class or program that you offer, you must immediately discontinue offering the class or modify the class in accordance with our instructions.

(vi) Distribution. You may not make any sales of products or services outside of the Studio, conduct classes or programs outside of the Studio, or use vendor relationships that you establish through your association with us or the ORANGETHEORY® brand for any other purpose besides the operation of the Studio, unless we consent in writing. You agree to purchase products solely for resale to retail customers, and not for resale or redistribution to any other party, including other ORANGETHEORY® franchisees. You may not offer products or services in connection with the Marks on any website on the Internet or any other electronic communication network unless we consent in writing.

(vii) Pricing. If we determine that we may lawfully require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, you must adhere to our pricing policies as set forth in the Manuals or otherwise in writing from time to time. Otherwise, you are solely responsible for determining the prices that you will charge Members and customers. You must provide us with your current price list upon our request. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with any advertising policies we adopt from time to time which prohibit you from advertising a price for such product or service that is different from our suggested retail price.

(viii) Reporting Operations. You must periodically at our request provide us information concerning your Studio's Core Business Operations, Ancillary Business Operations, and relationships with Contractors.

(d) Membership Agreements and Member Information.

(i) Membership Agreements. You must ensure that every membership agreement you use complies with all System Standards and all Applicable Laws, including laws pertaining to bonding and escrow requirements. You must send us (a) copies of all membership agreements you intend to use at least 30 days before you begin offering memberships; and (b) copies of any revised membership agreements within 10 days after you make any revisions. We may review and approve or disapprove such agreements, provided that our review will be limited to verifying compliance with our System Standards and not evaluating compliance with Applicable Laws (which remain solely your responsibility). You must not use (and must discontinue use of) any membership agreements that we do not approve.

(ii) Member Information. We and you acknowledge that we and our Affiliates have the right, through the Technology System or otherwise, to independent and unrestricted access to all data and information relating to the Studio's members and/or prospective members, including names, addresses, contact information, financial information, demographic information, biometric and physiological data, heart rate telemetry, workout data, data collected from connected fitness devices, and any other related information ("**Member Information**"). We and our Affiliates may use Member Information in any manner and for any purpose, except, during the Term, we will not use member contact information to compete directly with your Studio.

(e) Notices.

(i) Notices to Public. You will prominently display in the Studio all statements that we prescribe from time to time identifying you as the independent owner of the Studio and our authorized franchisee. All membership agreements, checks, invoices, stationery and advertising materials which you use in operating your Studio will also have a statement in the form we periodically prescribe identifying you as the independent owner of the Studio and indicating that you are our authorized franchisee.

(ii) Notices to Employees. You must prominently post signs at the Studio (including in the area in which all official employment-related notices are posted) and at your offices informing your employees and independent contractors that their relationship is solely with you and that they are not an employee of us or any of our Affiliates. You are solely liable for any employment-related issues. Similar language must be included in all of your employment contracts, offer letters and employee handbooks. We may promulgate and periodically modify the language and specifications for such required postings and notices.

(f) Products, Supplies, Operating Assets, and Services.

(i) Purchases. We have the right to require that all fixtures, furnishings, signs, and equipment (the "**Operating Assets**"), products, supplies, and services that you purchase for resale or purchase or lease for use in your Studio: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased or leased only from a single source that we designate (which may include us or our Affiliates or a buying cooperative organized by us or our Affiliates). To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manuals.

(ii) Revenue from Purchases. You acknowledge and agree that we and/or our Affiliates may derive revenue or other benefits based on your purchases and leases, including from charging you for products and services we or our Affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our Affiliates may use all amounts received from suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our Affiliates deem appropriate. If you derive any revenue based on payments or promotional allowances received from suppliers and/or distributors, you must report to us the details of the arrangement and such revenue shall be included as part of your Gross Sales.

(iii) Approval Process. If you would like to offer products, services, or classes or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved (but only for items that we have not mandated a sole supplier), you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We may require the proposed supplier or service provider to visit our headquarters to evaluate the proposed supplier or service provider in person. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable after our receipt of all information we have requested and following evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer in your Studio may differ from those that we permit or require to be offered in other Studios.

(iv) Revocation of Approval. We reserve the right to reinspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider at and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing or leasing the formerly-approved item or service or any items or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct. If we revoke approval of a previously-approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

(g) Audio and Visual Entertainment. You acknowledge and agree that the provision of audio and visual entertainment to members of your Studio is or may become an integral part of the System. Accordingly, you agree to play only the types of music and display only the types of visual entertainment, at the decibel levels and using such components of the Technology System and in the manners that we may periodically prescribe or approve. You must, at your expense, acquire or install any audio or visual equipment as part of the Technology System that we designate or require for use by your Studio and subscribe to music and video services as we may periodically specify to enable you to broadcast videos, music, and other content as specified by us from time to time. We may require you to pay us or a third party licensing fees for any music, video, or other content displayed or played in your Studio. We may prohibit you from displaying, exhibiting, broadcasting or providing any media we choose, regardless of content, including prohibiting use of political, religious or social content in such media.

(h) Customer Surveys. We may periodically coordinate or conduct market research studies and similar programs for the Studio network, and you must assist us in collecting information (including by distributing surveys to your Studio's members and encouraging members to complete surveys on the System Website (defined in Section 7(g) (Digital Marketing))).

(i) Group Programs. We have the right, but not the obligation, from time to time to establish programs in which some or all Studios will provide products and services to certain groups of members and prospective members through a fitness benefit or corporate wellness program ("**Group Programs**"). We may periodically eliminate and modify existing Group Programs and implement (and, once implemented, eliminate and modify) new Group Programs. You must (i) participate fully in any Group Program that we designate from time to time, (ii) provide products and services to all valid members of the Group Program according to the terms of any plan that we establish, and (iii) participate in and fully support any national or regional advertising and/or marketing programs which we develop to support any Group Program, including those funded by the Brand Fund. Group Programs may require uniform billing terms, central billing by us, and various other practices and formats for you to follow. You may not alter your standard membership terms for, or withhold access to any Studio services from, any one or more Group Program participants or otherwise treat any Group Program participant differently from your Studio's other members, except as we specify or approve. We have the right to receive payments from groups representing any Group Program, because of our establishing the program or otherwise because of their dealings with you, and to use all such amounts we receive without restriction for any purposes we deem appropriate.

(j) Technology System.

(i) Acquisition and Updates. You must obtain, maintain, and use the hardware, software, other equipment, and network connections that we specify periodically in the Manuals, including the hardware, software, other equipment, and network connections necessary to operate our point of sale system, the membership management system, the accounting system, the OTbeat™ System, the training system, the online reservation system, the audio-visual system, and other technology systems that we designate (collectively, the "**Technology System**"). You must replace, upgrade, or update at your expense the Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements. We may require you to obtain certain components of, or upgrades to, the Technology System and maintenance and support services related to the Technology System from us or our Affiliates, and we may charge you the Technology Fee, OTbeat Fee, or other reasonable fees for such products and services. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require.

(ii) Software.

(A) Software License. We hereby grant to you a limited, non-exclusive, non-transferable license (except in connection with a Transfer approved by us) to use any and all software which we may now or hereafter make available to you and which is owned by or licensed to us (the "**Software'**), solely in connection with the Studio. We may charge the Technology Fee or other reasonable fees for your use of such Software and/or for access to any intranet that we establish or maintain for Studios. You hereby acknowledge and agree that, as between us and you, we are the sole and exclusive owner of all right, title and interest in and to the Software, including any copyright, patent right and other intellectual property or proprietary right therein or thereto, and you will not make any claim to the contrary. All rights to the Software except those that are expressly granted to you hereunder are specifically reserved to us and our licensors, if any. You shall not copy, modify, create derivative works or otherwise use the Software for any purpose other than in connection with the operation of your Studio. Upon expiration or termination of this Agreement for whatever reason, all rights and licenses granted hereunder with respect to the Software will terminate, and you will return the Software and any and all copies thereof to us, at your expense, and certify to us that all such copies have been returned.

(B) Limited Warranty. If the Software fails to perform substantially in accordance with any applicable specifications provided by us at any time during the term of this Agreement, you must so notify us and we will, as our sole obligation and your sole remedy hereunder, use commercially reasonable efforts to repair or replace the same. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ANY IMPLIED WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY INTENDED PURPOSE, AND WE HEREBY DISCLAIM THE SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE. In no event will we be liable for any incidental, consequential, punitive or special damages related to the Software or the Technology System.

(iii) Use of the Technology System. You must use the Technology System to (a) enter and track purchase orders and receipts, attendance, and Member Information, (b) update inventory, (c) generate sales reports and analysis relating to the Studio, and (d) provide other services relating to the operation of the Studio. You agree: (i) that your Technology System will be dedicated for business uses relating to the operation of the Studio; (ii) to use the Technology System in accordance with our policies and operational procedures; (iii) to transmit financial and operating data to us as required by the Manuals; (iv) to do all things necessary to give us unrestricted access to the Technology System at all times (including users IDs and passwords, if necessary) so that we may independently download and transfer data via a modem or other connection that we specify; (v) to maintain the Technology System in good working order at your own expense; (vi) to ensure that your employees are adequately trained in the use of the Technology System and our related policies and procedures; and (vii) not to load or permit any unauthorized programs or games on any hardware included in the Technology System. You also must comply with all data privacy and data protection laws and payment card provider standards relating to the security of the Technology System, including the Payment Card Industry Data Security Standards. You are responsible for any and all consequences that may arise if the system is not properly operated, maintained and upgraded or if the Technology System (or any of its components) fails to operate on a continuous basis or as we or you expect.

(k) Management and Personnel.

(i) Studio Manager. The Studio must be managed by a person (the "**Studio manager**") (i) who devotes his or her full working time and best efforts to the day-to-day, on-premises operation of the Studio, (ii) has satisfactorily completed our management training program or a comparable training program at your Studio that we have approved, and (iii) is not engaged in any other business endeavor except passive investments which do not interfere with the performance of his or her duties as manager. You must ensure that your managers agree to comply with the restrictions in Sections 13 (Confidential Information), 14 (Non-Compete), and 16 (Effect of Termination or Expiration of this Agreement), except that your managers shall not be required to agree to comply with Section 14(c)(i) (post-term non-compete). If you for any reason no longer employ a Studio manager, you must (a) notify us within 24 hours of the change in circumstances, (b) arrange for an individual who has been properly trained to temporarily manage the Studio or, in our sole discretion, allow us, on a temporary basis, to assume the management of the Studio ourselves or appoint a third party (who may be our Affiliate) to manage the Studio in accordance with the terms of Section 16(c)(ii)(H) (Remedies After An Event of Default), and (c) make every effort to replace this position at the earliest possible time with a person who meets all of the conditions specified in this Section.

(ii) Personnel. You are solely responsible for hiring, training and supervising Studio personnel and must hire sufficient personnel to fully staff the Studio to operate in accordance with System Standards. All personnel must meet every requirement imposed by Applicable Laws and must comply with all brand standards. All persons you employ that have access to any of the Confidential Information must sign a confidentiality agreement, which will not otherwise contain any terms or conditions of employment. All person that you employ must sign an acknowledgement, in a form that we specify, acknowledging that you are their employer and that we do not have any relationship with them.

(l) Refurbishing and Renovations. You agree to take, without limitation, the following actions during the Term at your expense: (i) thorough cleaning, repainting and redecorating of the interior and exterior of the Studio at intervals that we may periodically designate and at our direction; (ii) interior and exterior repair of the Studio as needed; and (iii) repair or replacement, at our direction, of damaged, worn-out or obsolete Operating Assets at intervals that we may periodically specify (or, if we do not specify an interval for replacing any item, as that item needs to be repaired or replaced). Upon our written request, you must refurbish the Studio at your expense to conform the decor, Trade Dress, color schemes, signage, and presentation of the Marks to our then-current image. Such refurbishing may include, as we deem necessary, remodeling, redecoration, and other modifications to existing improvements and updating or replacing any Operating Assets. You acknowledge that this obligation could result in your making extensive structural changes to, and significantly remodeling and renovating, the Studio, and/or in your spending substantial amounts for new Operating Assets, and you agree to incur, without limitation, any capital expenditures required in order to comply with this obligation and our requirements (even if those expenditures cannot be amortized over the remaining Term).

(m) Taxes. You and your Owners are solely responsible for all taxes, assessments, and government charges levied or assessed, however denominated or levied upon you or the Studio, in connection with the business you will conduct under this Agreement (except any taxes we are required by law to collect from you with respect to purchases from us).

7. ADVERTISING, PROMOTION, AND MARKETING

(a) Establishment of Brand Fund. Upon the opening of your Studio, you will participate in an ORANGETHEORY® advertising fund that we designate (the "**Brand Fund**") for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate, in our sole discretion. We will contribute any Brand Fund Contributions that we collect from you to the Brand Fund. We reserve the right to defer or reduce contributions of any or all Studio franchisees and, upon 30 days' prior notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund. If the Brand Fund is terminated, all unspent monies on the date of termination will, at our option, be spent in accordance with this Section until such amounts are exhausted or be distributed to our franchisees in proportion to their respective contributions to the Brand Fund during the preceding 12 calendar months.

(b) Use of the Funds. We or our Affiliates direct all programs funded or sponsored by the Brand Fund, with sole discretion over the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the Brand Fund may be used to pay the costs of preparing, producing and distributing advertising materials in any form or format; administering regional and multi-regional advertising programs, including purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; developing marketing and advertising training programs and materials; conducting market research and secret shopper programs; creating, maintaining, and optimizing the System Website, other websites, and applications; implementing keyword or adword purchasing programs; conducting and managing social media activities; supporting public relations and other advertising, promotion and marketing activities; and reimbursing administrative costs as described in paragraph (c) below. The Brand Fund may, from time to time, furnish you with samples of advertising, marketing and promotional formats and materials at no cost. You may purchase multiple copies of such materials from us at our then current-prices, plus any related shipping, handling and storage charges.

(c) Accounting for the Fund. The Brand Fund will be accounted for separately from our or our Affiliates' other funds and will not be used to defray any of our or our Affiliates' general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we or they may incur in activities related to the administration of the Brand Fund and its programs, including conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Brand Fund. We or our Affiliates may spend, on behalf of the Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Studios to the Brand Fund in that year. The Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we or our Affiliates lend money to the Brand Fund, we or they may charge interest at an annual rate 1% greater than the rates we or they pay our or their lenders. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and, after its preparation, furnish the statement for the most recently completed fiscal year to you upon your written request. We have the right to cause the Brand Fund to be incorporated or operated through a separate Entity at such time as we deem appropriate, and such successor Entity will have all of the rights and duties specified in this Agreement.

(d) Brand Fund Limitations. You acknowledge that the Brand Fund is intended to promote recognition of the Marks and patronage of Studios generally. Although we or our Affiliates will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all Studios, we and our Affiliates undertake no obligation to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Fund by Studios operating in that geographic area or that any Studio will benefit directly or in proportion to its contribution to the Brand Fund from the development of advertising and marketing materials or the placement of advertising. We and our Affiliates assume no direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering, the Brand Fund in accordance with this Agreement.

(e) Local Advertising.

(i) Your Advertising Requirements. You must participate in such local, regional, or national advertising, promotional, sweepstakes/giveaway, and community outreach programs that we may specify from time to time, at your own expense. You must use your best efforts to promote the use of the Marks in your Territory. You must ensure that all of your advertising, marketing, promotional, customer relationship management, public relations and other brand related programs and materials that you or your agents or representatives develop or implement relating to the Studio is completely clear, factual and not misleading, complies with all Applicable Laws, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify in the Manuals or otherwise. You may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the TCPA, and state advertising laws applicable to your Studio. You must use only digital and media agencies that we approve. You must not use market, advertise, or use the Marks or marketing materials outside of your Territory (whether through social media or other marketing methods or media outlets), unless we agree otherwise in writing. There are no territorial restrictions from accepting business from retail customers that reside or work or are otherwise based outside of your Territory if these customers contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our Manuals or otherwise in writing.

(ii) Approval of Advertising Materials. You must obtain our written approval of all advertising and promotional plans, materials, and marketing assets before their use. You will submit all unapproved plans, materials, and assets to us. If you do not receive written approval within 30 days of our receipt of such items, we will be deemed to have disapproved the items. You will not use any plans, materials, or marketing assets that we have not developed or approved, and will promptly discontinue use of any advertising or promotional plans, materials, or marketing assets, whether or not previously approved, upon notice from us. We will have the final decision on all creative development of advertising and promotional messages.

(iii) Minimum Advertising Requirement. You must spend in each month of the Term at least the greater of (a) 2% of the Studio's Gross Sales from the prior month or (b) $2,500 on advertising, promotions and public relations within the Territory. Such expenditures will be made directly by you, subject to our prior approval and direction, using advertising and marketing materials prepared or pre-approved by us. Your local advertising and promotion must follow our guidelines. You must submit to us monthly marketing and advertising expenditure reports accurately reflecting all local advertising expenditures for the preceding month and year-to-date by the marketing categories that we specify. If any report or inspection reveals that you failed to make the local advertising expenditures required by this Section, we may require that you contribute the amount of any deficiency to the Brand Fund within 10 days of your receipt of our invoice. Your failure to comply with the local advertising requirement will be deemed a material breach of this Agreement.

(f) Co-op Participation and Contributions. If an association of Studio franchise owners is established in a geographic area in which your Studio is located (the "**Co-op**"), you must join and actively participate in it. We will determine the area and membership of the Co-op by media coverage or other criteria that we (or our Area Representative) establish, in our sole discretion. We will determine whether a Co-op should be formed, changed, dissolved or merged for your market. You must contribute to the Co-op such amounts as are determined from time to time by it. We will not set the amount of those contributions and there is no limit. Your local advertising requirement will be reduced by the amount that you contribute to any Co-op (dollar for dollar), up to the amount of your local advertising requirement. The Co-op will adopt its own rules, regulations and procedures, which you must follow. However, the rules, regulations and procedures of the Co-op must be approved by us. We reserve the right to require that the Co-op prepare annual financial statements. We also reserve the right to audit any accounts or funds collected by the Co-op. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it. We also have the right to participate in any meetings of the Co-op and its members. Your failure to timely contribute the amounts required by the Co-op constitutes a material breach of the provisions of this Agreement and we may offset against any amounts we owe to you the amount of your Co-op contributions and pay such contributions for you.

(g) Digital Marketing.

(i) Restriction on Digital Marketing. Unless we consent otherwise in writing, you, your employees, and any third-party representatives or digital marketing agencies may not, directly or indirectly, conduct or be involved in any websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, pay-per-click advertising or other search engine marketing, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "**Digital Marketing**") that use the Marks or any word, phrase, or symbol confusingly similar thereto or variant thereof, or that relate to the Studio or the network. You may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet. Neither you nor any of your Owners, managers or employees may 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, that refers to our Marks or any word, phrase, or symbol confusingly similar thereto or variant thereof, your Studio or the network, without our prior written consent and then only in accordance with our System Standards.

(ii) System Website. At our option, we or one or more of our designees may establish and maintain one or more websites to advertise, market, and promote Studios, the Marks, and the Studio franchise opportunity (the "**System Websites**"), which we may periodically update. We may, at our option, discontinue any or all System Websites at any time. Nothing in this Section will limit our right to maintain websites other than the System Website or to offer and sell merchandise bearing the Marks from the System Website, another website or otherwise over the Internet without payment or obligation of any kind to you.

(iii) Studio Page. If we establish one or more System Websites, we will provide you with a webpage that references the Studio (a "**Studio Page**") on one or more of the System Websites that we designate. You must give us the information and materials that we request from time to time to develop, update and modify such Studio Page, but we shall have final approval rights over any content. By providing the information and materials to us, you will be representing to us that they are accurate and not misleading and do not infringe upon any third party's rights.

(iv) Mobile Applications. At our option, we or one or more of our designees may establish and maintain one or more mobile applications for members and/or prospective members to use ("**Mobile Apps**"). We may require you to promote the use of the Mobile Apps in your Studio or to provide content to be included in the Mobile App. We may add, discontinue, or modify any Mobile Apps from time to time in our sole discretion.

(v) Social Media Sites. We also may maintain one or more social media accounts (such as Facebook, Twitter, Instagram, Pinterest, or such other social media sites). You may not establish or maintain any social media accounts utilizing any usernames, or otherwise associating with the Marks, without our advance written consent. We may designate from time to time regional or territory-specific usernames/handles that you must maintain. You will adhere to any social media policies that we establish from time to time and will require all of your employees to do so as well. You must ensure that none of your Owners, managers or employees use our Marks or any similar name, word, symbol, or variant thereof, on the Internet, including in a domain name, email address, account name, username, profile, or URL, or any other electronic communications network, except in strict compliance with our System Standards. Use of social media, including any pictures that may be posted on, using or through one or more social media sites, must be in compliance with the Manual and System Standards, including our then-current take-down policy.

(vi) Ownership. We will own all intellectual property and other rights in the System Website, the Studio Page, the Mobile Apps, any social media pages or accounts related to the Studios, any related domain names or usernames, and all information they contain (including the domain name or URL for such webpage, the log of "hits" by visitors, and any personal or business data that visitors supply), which shall all be part of the Intellectual Property. You acknowledge and understand that the registration for any domain names or social media accounts shall be maintained exclusively in our name or the name of our designee.

(vii) No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) RELATED TO THE AVAILABILITY AND PERFORMANCE OF THE WEBSITE AND THE STUDIO PAGE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (INCLUDING ANY CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS) RELATED TO THE USE, OPERATION, AVAILABILITY OR FAILURE OF THE WEBSITE OR THE STUDIO PAGE.

8. FRANCHISEE ADVISORY COUNCIL

We have established a franchisee advisory council ("**FAC**") to serve as an advisory council to us with respect to issues relating to advertising, marketing, operations, new products and services, and other matters relating to Studios. The FAC's committees and their functions and membership will be subject to our written approval. We may, but are not obligated to, seek the advice and counsel of the FAC and its board of directors and/or committees. Recognizing that the FAC must function in a manner consistent with all Studios, we may require the governing rules of the FAC, or any successor association as may be sanctioned by us, to be consistent with this Agreement and our Manuals. We may at any time change, form, merge or dissolve the FAC or any successor association that we sanction, as determined by us in our sole discretion. We reserve the right to approve or revise the rules and bylaws of the FAC and successor association (if any) that we sanction. As long as your Studio continues to operate in accordance with the terms and conditions of this Agreement, you will be eligible for nomination to be a member with full voting rights and privileges in the FAC.

9. EVALUATIONS, AUDITS AND REPORTS

(a) Inspections and Right to Obtain Information.

(i) Inspections. We and our designated representatives have the right before you open the Studio for business and thereafter from time to time during your regular business hours, and without prior notice to you, to (i) inspect and evaluate the Studio, (ii) observe, videotape, photograph, or otherwise record operations, (iii) interview and obtain information or documents from employees, members, lenders, vendors, and landlords, (iv) examine the records, invoices, payroll records, check stubs, sales tax records and returns, and other supporting records and documents that relate to the Studio, and (v) examine your or your Owners' income tax records and any other information, records or properties relating to the ownership, management, or operation of the Studio. You will cooperate with us in these activities. If we inspect or audit the Studio, we will give you a written summary of our evaluation within 20 Business Days after the completion of our audit and/or inspection of the Studio. You will promptly correct at your own expense all deficiencies (i.e., failures to comply with System Standards) noted by our evaluators within the time period we specify following your receipt of our notice of such deficiencies. We then may conduct one or more follow-up evaluations to confirm that you have corrected these deficiencies and otherwise are complying with this Agreement and all System Standards. We may charge you an evaluation fee to compensate us for our costs and expenses, including travel and living expenses, related to any such follow-up evaluation or any evaluation that you request.

(ii) Right to Obtain Information. You agree that (a) we shall have the right to obtain from your, your Owners', or your Affiliates' vendors, lenders, financiers, and landlords any information, agreements, notices, or statements related to any Financing Arrangements and (b) such vendors, lenders, and landlords may accept this provision as conclusive evidence of our right and our authority to request and receive copies of such information or documents. "**Financing Arrangements**" includes any loans, financing arrangements, or leases any of the Franchisee Parties are parties to that are related to, or that may directly or indirectly have an effect on the development or operation of, the Studio.

(b) Our Right to Audit. We may at any time during your business hours, and without prior written notice to you, examine and audit the Studio's business, bookkeeping and accounting records, sales and income tax records and returns, and other records. You agree to fully cooperate with our representatives and independent accountants hired by us to conduct any such inspection or audit. If any inspection or audit discloses an understatement of the Studio's Gross Sales, you must pay us, within 15 days after receiving the inspection or audit report, the Royalties and any other amounts due on the amount of the understatement, plus interest from the date originally due until the date of payment. If any inspection or audit discloses an overstatement of the Studio's Gross Sales, we will credit you (without interest) for any overpayments you made to us. Further, if an inspection or audit is made necessary due to your failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if our examination reveals a Royalty understatement exceeding 2% of the amount that you actually reported to us for the period examined, you agree to reimburse us for the cost of our examination, including legal fees and independent accountants' fees, plus the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and Applicable Laws. Without limiting the foregoing, we reserve the right, without notice to you, to independently access the Studio's computer systems, including any accounting and financial systems and data or any accounting or financial systems used or required by us to determine Gross Sales and amounts due to us under this Agreement, and you shall grant us access to all such accounting and financial systems and data.

(c) Records, Reports, and Financial Statements.

(i) Books and Records. You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including, at our option, the accounting principles) that we prescribe from time to time in the Manuals and otherwise in writing. You must use the Technology System to collect and provide us access to that data and other information in the manner we specify. You must preserve and maintain all records, in the manner we periodically specify, in a secure location at the Studio for at least five years after the end of the fiscal year to which such records relate.

(ii) Reporting. You must provide us with the following documents and reports, in the manner and format that we prescribe from time to time:

(A) on or before the tenth day of each month, a report describing the Studio-related purchases during the previous month in the categories for which we have designated, approved or recommended suppliers and other monthly operating reports that we reasonably specify from time to time, including reports relating to Member Information;

(B) on each Monday, a report on the Studio's Gross Sales during the previous calendar week;

(C) within 30 days after the end of each fiscal quarter, a profit and loss and source and use of funds statement(s) for the Studio for the recently completed fiscal quarter, and a balance sheet for the Studio as of the end of such fiscal quarter;

(D) within 90 days after the end of each fiscal year, a profit and loss and source and use of funds statement(s) for the Studio for the recently completed fiscal year, and a balance sheet for the Studio as of the end of such fiscal year; and

(E) within 10 days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we may periodically require relating to you and your Studio and your financial condition, earnings, sales, profits, costs, expenses, and performance, including any relevant documents or records of any other Franchisee Parties;

(F) by the deadlines that we reasonably specify, such other documents and reports that we may specify from time to time relating to, or that may directly or indirectly have an effect on the development or operation of, your Studio or any other ORANGETHEORY® businesses owned or controlled by any of the Franchisee Parties; and

(G) within 10 days after the Effective Date, copies of all Financing Arrangements that are in effect. If any Franchisee Parties enters into or modifies any Financing Arrangements after the Effective Date, you must provide us with a copy of such new or modified Financing Arrangements within 10 days of their execution. Within 10 days after our request, you must provide any information, agreements, notices, or statements related to any Financing Arrangements that we request, which may require you to obtain and provide compliance certificates from such third parties confirming that such Financing Arrangements are not in, and have not been in, default. If a Franchisee Party receives from any vendor, lender, financier, or landlord a reservation of rights or notice of default, non-payment, acceleration, or termination related to a Financing Arrangement, you must provide us with a copy of such document within five days after such Franchisee Party receives the document.

(iii) Form of Reports. We may periodically specify the form and content of the reports and financial statements described in Section 9(c)(ii) (Reporting) and may periodically change the timing of the due dates for such reports. You agree to verify and sign each report and financial statement in the manner we prescribe. If we reasonably determine that any report or financial statement submitted to us is materially inaccurate, in addition to the other remedies that we may exercise as a result of such material breach, we may require you to have audited financial statements prepared annually during the

Term. We will not publicly disclose data derived from these reports unless we make such public disclosure without disclosing your identity or your Studio's financial results on an individual (i.e., unconsolidated) basis.

10. TRANSFER

(a) Transfer and Delegation by Us. This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests. We also may change our ownership or form without restriction. You acknowledge and agree that we may (i) sell all or any part of our ownership interests, our assets, the Marks and/or the System to a third party; (ii) go public or engage in a private placement of some or all of our securities; (iii) merge, acquire other entities, or be acquired by another Entity (whether competitive or not); and/or (iv) undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. If we assign our rights in this Agreement, nothing in this Agreement shall be deemed to require us to remain in the Studio business or to offer or sell any products or services to you. We have the right, from time to time, to delegate the performance of any portion or all of our rights or obligations under this Agreement to designees, whether they are our Affiliates, agents, Area Representatives, or other independent contractors with which we contract to provide such services.

(b) Transfer by You.

(i) Definition of Transfer. For purposes of this Agreement, "**Transfer**" as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the Studio, substantially all the assets of the Studio, or in the ownership of the franchisee (if you are an Entity). "**Transfer**" as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance. A "**Control Transfer**" means any Transfer of (i) this Agreement or any interest in this Agreement; (ii) the Studio or all or substantially all of the Studio's assets; or (iii) any Controlling Interest (defined below) in you (if you are an Entity), whether directly or indirectly through a transfer of legal or beneficial ownership interests in any Owner that is an Entity, and whether in one transaction or a series of related transactions, regardless of the time period over which these transactions take place. References to a "**Controlling Interest**" in you mean, if you are an Entity, either (i) 20% or more of your direct or indirect legal or beneficial ownership interests in you or (ii) the acquisition of an ownership interest or other right or interest which grants the power (whether directly or indirectly) to direct or cause the direction of management and polices of you or the Studio to any individual or Entity, or group of individuals or Entities, that did not have that power before that acquisition.

(ii) No Transfer Without Our Consent. This Agreement and the license contained herein are personal to you, and we have granted the license in reliance on your (and, if you are an Entity, your Owners') business skill, financial capacity, and personal character. Accordingly, neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the License may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. We have sole and absolute discretion to withhold or condition our consent for any Control Transfer, except as otherwise provided in Section 10(d) (Transfer to an Entity). We may, in our reasonable discretion, withhold or condition our consent for any Transfer that does not result in a Control Transfer, except as otherwise provided in Section 10(d) (Transfer to an Entity). If your Studio is not open and operating, we will not consent to your Transfer of this

Agreement, and we are under no obligation to do so. Any purported Transfer without our prior written consent will be null and void and will constitute an Event of Default (as herein defined), for which we may terminate this Agreement without opportunity to cure.

(iii) Transfer Procedure. If you or any of your Owners desire to make a Transfer, you must promptly provide us with written notice. If you or any of your Owners desire to advertise, promote, or list a potential Transfer, you must obtain our written approval prior to you or your Owners (a) engaging any broker or agent, (b) entering into a listing agreement, or (c) using any written materials related to, or the Marks in conjunction with, the advertising, promotion, or listing of the potential Transfer. We have the right to communicate with both you, your counsel, and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. No Transfer that requires our consent may be completed until at least 60 days after we receive written notice of the proposed Transfer, including a copy of the letter of intent or purchase agreement between you and the proposed transferee, an application package, a transfer term worksheet, and any other materials specified in the Manuals. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement.

(c) Transfer Conditions. For a proposed Transfer, in addition to any other conditions that we may specify, the following conditions apply (unless waived by us):

(i) The proposed transferee and each of its owners must be individuals who, in our reasonable judgment, meet our then applicable reasonable standards for new franchisees, including the fact that they do not directly or indirectly own or perform services for a Competitive Business (as defined in Section 14(a) (Competitive Business)) (this restriction will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than 5% of the number of shares of that class of securities which are issued and outstanding);

(ii) The terms and conditions of the proposed Transfer (including the purchase price) are satisfactory to us;

(iii) If the Transfer is a Control Transfer or the transferring Owner is your Managing Owner, the proposed transferee (or its Managing Owner) and its manager and lead trainer must complete our initial training program to our satisfaction (unless the transferee is an existing franchisee or Owner and the Studio will continue to be managed after the Transfer by the same manager and principal employees who managed the Studio before the Transfer);

(iv) If the Transfer is of an ownership interest in you, the proposed transferee, if its resulting ownership interests in you meets our then-current thresholds for owner guarantees, must sign our then-current form of Owners Guaranty; and, if the Transfer is a Control Transfer, the proposed transferee must agree to assume all of your duties and obligations and, at our option: (a) have agreed in writing to be bound by all of the terms and conditions of this Agreement and any ancillary agreements, such as the Owner's Guaranty; or (b) sign the form of franchise agreement and ancillary agreements we then are using in connection with the grant of new franchises, which may differ materially from this Agreement (including increased fees, and conditions for renewal and additional Transfers), except that the term under franchise agreement will be equal to the then-remaining Term under this Agreement (including any Successor Franchise rights you have under this Agreement, if any, but not adding any Successor Franchise rights that you did not have prior to the Transfer);

(v) At our request, the proposed transferee refurbishes the Studio in the manner and subject to the provisions described in Section 2(b)(vi) (Your Right to Acquire Successor Franchises);

(vi) All monetary obligations (whether hereunder or not) of any of the Franchisee Parties to us or our Affiliates are paid in full;

(vii) The Franchisee Parties are not in default under this Agreement or any other agreement between any of the Franchisee Parties and us or our Affiliates;

(viii) We must have received a transfer fee equal to 50% of the then-current initial franchise fee charged to new franchisees;

(ix) You (and your transferring Owners) must have signed general releases (an example of this language is attached as Exhibit E), releasing, any and all claims against us and our Affiliates, and our and their respective owners, officers, directors, employees, and agents;

(x) If the Transfer is a Control Transfer, you first offered to sell such interest to us pursuant to Section 10(e) (Our Right of First Refusal) and we have declined to exercise our right of first refusal in the manner set forth therein;

(xi) If you or your Owners finance any part of the sale price of the transferred interest, you and your Owners must have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements, or security interests that you or your Owners have reserved are subordinate to the transferee's obligation to pay Royalties, Brand Fund Contributions and other amounts due to us and otherwise to comply with this Agreement;

(xii) You and your transferring Owners must agree in writing for our and the transferee's benefit to continue to observe the restrictions contained in Sections 13 (Confidential Information), 14 (Non-Compete), and 17 (Effect of Termination of Expiration of this Agreement); and

(xiii) You must have provided us with any material reasonably requested by us, including any loan or financing documents, at least 30 days prior to the proposed Transfer's effective date.

(d) Transfer to an Entity. If you are an individual or group of individuals and are in compliance with this Agreement, then upon no less than 10 days' prior written notice to us, and upon your compliance with our then-current transfer policies and procedures, you may Transfer this Agreement to an Entity formed solely to operate the Studio and, if applicable, other Studios in which you maintain management control and of which you own 100% of the financial and voting interests, provided that all assets of the Studio are owned, and the entire business of the Studio is conducted, by such Entity. If you are a group of individuals, any such individual who will not own an Ownership Interest in such Entity must sign the form of agreement that we reasonably require in which each such individual releases any rights under this Agreement and releases any and all claims against us and our Affiliates and our and their respective owners, officers, directors, employees and agents. An example of release language is attached at Appendix E. Any Transfer made in compliance with this Section 10(d) is not subject to the conditions or requirements in Section 10(c) (Transfer Conditions) or 10(e) (Our Right of First Refusal). However, transfers of Ownership Interests in the new Entity, including the issuance of new Ownership Interests in such Entity to any person other than you, will be subject to the applicable provisions of this Section 10. All Owners of the new Entity (including you) must execute and deliver to us our standard form of Owner's Guaranty. You will remain liable for performance of this Agreement by any Entity to which you transfer this Agreement. You also agree to enter into an amendment to this Agreement or other document to reflect the new Entity as franchisee and ownership structure.

(e) Our Right of First Refusal.

(i) Purchase Offers. Any proposal or offer to purchase your Studio or ownership interests in you that are subject to our consent under this Section 10 must be separable from any proposal to purchase any other rights or assets (including with respect to the purchase of area representative rights or other Studios owned by you or your Affiliates) and a separate purchase price must be assigned to your Studio or ownership interests that are proposed to be purchased.

(ii) Our Right. We have the right, exercisable within 30 days after receipt of (a) the notice of your intent to Transfer an interest that, as provided above, is subject to this Section 10(e) and (b) such documentation and information that we require (as specified in the Manuals or as otherwise requested by us), to send written notice to you that we intend to purchase the interest proposed to be Transferred on the same economic terms and conditions offered by the third-party or, at our option, the cash equivalent thereof. If you and we cannot agree on the reasonable equivalent in cash or if the Transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser or may elect at that time to not exercise our rights. We must receive, and you and your Owners agree to make, all customary representations, warranties and indemnities given by the seller of the assets of a business or ownership interests in an Entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Studio or your business prior to the closing of our purchase. Closing on our purchase must occur within 90 days after the date of our notice to the seller electing to purchase the interest. We may assign our right of first refusal to another Entity or person either before or after we exercise it. However, our right of first refusal will not apply with regard to Transfers to an Entity under Section 10(d) (Transfers to an Entity).

(iii) Declining Our Right. If we elect not to exercise our rights under this Section, the transferor may complete the Transfer after complying with the applicable provisions in this Section 10. Closing of the Transfer must occur within 90 days of our election (or such longer period as Applicable Laws may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. Any material change in the terms of the offer from a third-party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer. The Transfer is conditional upon our determination that the Transfer was on terms substantially the same as those offered to us.

11. DEATH OR DISABILITY

(a) Transfer Upon Death or Disability. Upon the death of any of your Owners, the transfer of the deceased Owner's interests in you will be subject to the Transfer provisions in Section 10 (Transfers) above. Upon the Disability of your Managing Owner, the Managing Owner or its executor, administrator, conservator, guardian, or other personal representative must, within a reasonable time (not to exceed six months after such Disability), Transfer its ownership interests in you in compliance with the terms and conditions applicable to Transfers contained in Section 10 (Transfer). "**Disability**" means the inability of a person to perform his or her normal responsibilities at the Studio for a consecutive period of at least 90 days or for a total of 180 days during any 12-month period.

(b) Operation Upon Death or Disability. Within 30 days after the death or Disability of your Managing Owner, you must appoint a qualified manager to operate the Studio. Such manager will be required to complete our management training program to our satisfaction. If, prior to or after the appointment of the manager or replacement Managing Owner, we determine that the Studio is not being managed properly according to our System Standards, we or our designee have the right (but not the obligation) to enter the Site and assume the Studio's management for any period of time that we deem appropriate. All funds from the Studio's operation during the period of our (or our designee's) management will be kept in a separate account and all Studio expenses will be charged to such account. In addition to all other fees and payments owed hereunder, we may charge you a management fee of 3% of the Studio's Gross Sales, plus any out-of-pocket expenses incurred in connection with the Studio's management. We or our designee will have a duty only to use reasonable efforts upon assuming the Studio's management and will not be liable to you for any debts, losses or obligations that the Studio incurs, or to any creditors for any supplies or other products or services purchased for the Studio, in connection with such management.

12. INTELLECTUAL PROPERTY

(a) Marks and Trade Dress.

(i) Acknowledgements. You acknowledge that, as between us and you, (a) we or our Affiliates are the owner of and have superior rights to the Marks and the Trade Dress, (b) you have no interest in the Marks and the Trade Dress beyond the non-exclusive license granted herein, and (c) we have the exclusive right and interest in and to the Marks and the Trade Dress and the goodwill associated with and symbolized by them. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with or attached to any portion of the Marks, Trade Dress, and our other Intellectual Property (defined below), whether or not associated with your activities as a franchisee under this Agreement. Nothing herein shall constitute a representation or warranty from us or our Affiliates as to title to or ownership of any Marks or other Intellectual Property.

(ii) Rights. Your right to use the Marks and the Trade Dress applies only to the Studio operated at the Site as expressly provided in this Agreement, including advertising related to the Studio. Your limited license extends only to use of the Marks and Trade Dress in accordance with (a) all applicable standards, operating procedures, policies and guidelines that we prescribe—and from time to time amend—during the duration of this Agreement, including, without limitation, those set forth in the most current edition of the Manuals and other publications, if any, dedicated to proper use of the Marks; and (b) all Applicable Laws pertaining to advertising and marketing, including federal and state laws pertaining to telemarketing (including the Telephone Consumer Protection Act), false advertising, unfair competition, and unfair practices. You may only use in your Studio the Marks and the Trade Dress we designate. You may not use any Mark (i) as part of any corporate or legal business name (except for a fictitious name in a form that we approve), (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. No materials on which any of the Marks or the Trade Dress appears will be used by you without our prior written approval, which may be revoked at any time upon reasonable notice to you. You must display the Marks in a manner that we specify on signage at the Studio and on all written materials, forms, advertising, promotional materials, supplies, employee uniforms, business cards, receipts, letterhead, contracts, stationary, and other materials we designate.

(b) Copyrights. You acknowledge that as between you and us, any and all present or future copyrights relating to the System or the ORANGETHEORY® concept, including the Manuals and marketing materials, (collectively, the "**Copyrights**") belong solely and exclusively to us. You have no interest in the Copyrights beyond the non-exclusive license granted in this Agreement.

(c) No Contesting Our Rights. During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest our or our Affiliates' ownership, title, right or interest in or to, or our license to use, or the validity of (i) the Marks, (ii) the Trade Dress, (iii) the Copyrights, or (iv) any trade secrets, methods, or procedures that are part of the System (collectively, the "**Intellectual Property**"), or contest our and our Affiliates' sole right to register, use, or license others to use the Intellectual Property.

(d) Changes to the Intellectual Property. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our sole discretion. You agree to implement any such change at your own expense within the time we reasonably specify.

(e) Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or Entity to the validity of our ownership of or our right to license others to use any of the Intellectual Property. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Intellectual Property, including any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our Affiliates in connection with any such action. You agree to execute all documents and, render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Intellectual Property.

(f) Post-Termination or Expiration. Upon the expiration or termination of this Agreement for any reason, all of your rights to use the Intellectual Property will automatically revert to us without cost and without the execution or delivery of any document. Upon our request, you will execute all documents that we require to confirm such reversion.

(g) Non-Disparagement. You agree not to (and to use your best efforts to cause your current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, owners' spouses and children, Affiliates, successors, and assigns not to) disparage or otherwise speak or write negatively, directly or indirectly, of us, our Affiliates, any of our or our Affiliates' directors, officers, employees, representatives, or Affiliates, current and former franchisees or developers of us or our Affiliates, the Orangetheory® brand, the System, any Studio or other business using the Marks, any other brand or service-marked or trademarked concept of us or our Affiliates, or which would subject the Orangetheory® brand or such other brands to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact the goodwill of us, the Orangetheory® brand, or such other brands.

13. CONFIDENTIAL INFORMATION

(a) Confidentiality of Trade Secrets and Other Confidential Information.

(i) Definition of Confidential Information. "**Confidential Information**" means certain information, processes, methods, techniques, procedures and knowledge, including know-how (which includes information that is secret and substantial), Manuals and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed by us, our predecessor, or our or its Affiliates relating directly or indirectly to the development or operation of a Studio. With respect to the definition of know-how, "**secret**" means that the know-how as a body or in its precise configuration is not generally known or easily accessible and "**substantial**" means information which is important and useful to you in developing and operating the Studio. Without limiting the foregoing, Confidential Information includes, but is not limited to:

(A) methods, techniques, equipment, specifications, standards, policies, procedures and information relating to the development, operation, and franchising of Studios, including information in the ORANGETHEORY® design guidelines;

(B) knowledge of suppliers and specifications for certain materials, equipment and fixtures for Studios;

(C) operating results and financial performance of Studios;

(D) Member Information (including Member Information that you collect or that is collected through your Studio);

(E) any and all marketing, promotional or training materials used in the operation of or relating to Studios; and

(F) the System Standards and the Manuals.

Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when the parties began discussing the sale of the franchise.

(ii) Ownership. You acknowledge and agree that we and our Affiliates own all right, title and interest in and to the Confidential Information, which is proprietary and a valuable asset of us and our Affiliates. We will disclose to you such parts of the Confidential Information as we determine (in our sole judgment) are required for the operation of a Studio during training and in guidance and assistance furnished to you during the Term in the Manuals, orally, or otherwise in writing. You and each of your Owners acknowledge and agree that neither you, your Owners, nor any other person or Entity will acquire any interest in or right to use the Confidential Information, other than your right to utilize certain Confidential Information in the operation of the Studio, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition with us and our franchisees.

(iii) Use of Confidential Information. You acknowledge and agree that the Confidential Information is disclosed to you solely on the condition that you and your Owners, and each Owner does hereby agree (on behalf of and with respect to himself/herself only), that, during and after the Term, you and your Owners:

(A) may disclose the Confidential Information to your Owners and employees only to the extent reasonably necessary for the operation of the Studio, and you may disclose your Studio's financial results only to a lender or prospective purchaser and, then, only (i) in connection with the proposed loan or sale of your Studio or of a direct or indirect ownership interest in you and (ii) if the recipient is subject to a confidentiality obligation with respect to such information;

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

(C) will maintain the absolute secrecy and confidentiality of the Confidential Information;

(D) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible or intangible form;

(E) will not disclose the Confidential Information in judicial or administrative proceedings if you are legally compelled to disclose such information, unless you notify us prior to disclosure and have used your best efforts to obtain, and have afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed;

(F) will adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us. You must maintain such confidentiality agreements on file for four years after the employee executing such agreement has left your employment, and must provide us, at our request, executed originals of each such agreement; and

(G) will not use any 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 must 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 must 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) Member Information

(i) Protection of Member Information. You must comply with our System Standards, other directions from us, and all Applicable Laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Member Information and, in any event, employ reasonable means to safeguard the confidentiality and security of Member Information. If there is a suspected or actual breach of security or unauthorized access involving Member Information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Member Information was compromised or disclosed. You are responsible for any financial losses you incur or remedial actions that you must take as a result of a breach of security or unauthorized access to Member Information in your control or possession.

(ii) Ownership of Member Information. You agree that all Member Information that you collect in connection with your Studio is deemed to be owned by us and must be furnished to us at any time that we request it. In addition, we and our Affiliates may, through the Technology System or otherwise, have independent access to Member Information.

(iii) Use of Member Information. You have the right to use Member Information while this Agreement or a successor franchise agreement is in effect, but only to market ORANGETHEORY® products and services to customers in accordance with the policies that we establish periodically and Applicable Laws. You may not sell, transfer, or use Member Information for any purpose other than marketing ORANGETHEORY® products and services. We and our Affiliates may use Member Information in any manner and for any purpose, except, during the Term, we will not use member contact information to compete directly with your Studio. You must secure from your actual and prospective customers and others all consents and authorizations, and provide them all disclosures, that Applicable Laws requires to transmit Member Information to us and our Affiliates, and for us and our Affiliates to use that Member Information, in the manner that this Agreement contemplates.

(c) Nondisclosure and Noncompetition Agreements with Certain Individuals. We have the right to require any of your Owners (and any member of their immediate families or households), any officer, director, executive, manager or member of the professional staff and employees of your Studio, and any other individuals that we specify in the Manuals (subject to

Applicable Laws) to execute a nondisclosure agreement, in a form reasonably satisfactory to us, upon execution of this Agreement or prior to each such person's affiliation with you. Additionally, we have the right to require any of your Owners (and any member of their immediate families or households) to execute a noncompetition agreement, in a form reasonably satisfactory to us, upon execution of this Agreement or prior to each such person's affiliation with you. Our current form of (i) nondisclosure agreement and (ii) nondisclosure and noncompetition agreement are attached as Appendix C. Upon our request, you will provide us with copies of all nondisclosure and noncompetition agreements signed pursuant to this Section. Such Agreements shall remain on file at your offices and are subject to audit or review as otherwise set forth in this Agreement. We will be a third-party beneficiary with the right to enforce covenants contained in such agreements or, at our option, we will be a direct party to the agreement.

14. NON-COMPETE

(a) Competitive Business. You acknowledge and agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among our franchisees if you (or your Owners) were permitted to hold interests in or perform services for (i) any business activity involving (a) an athletic or fitness center, health club, gymnasium, or exercise or aerobics facility, (b) an indoor or outdoor boot camp style fitness program, or (c) one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel, and/or fitness equipment; (ii) any Entity that grants franchises or licenses for any of the businesses described in numerette (ii); or (iii) any business in which Confidential Information could be used to the disadvantage of us, our Affiliates, or other ORANGETHEORY® franchisees (each, a "**Competitive Business**"). Therefore, we have granted the Franchise to you in consideration of and reliance upon your (and your Owners') agreement to deal exclusively with us.

(b) During Term. You agree that, during the Term, neither you nor any of your Owners will, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating anywhere;

(ii) interfere with our, our Affiliate's, or any other Studio owner's relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, our Affiliate, the Studio or any other Studio to a Competitive Business; or

(iv) perform any act prejudicial or injurious to the goodwill associated with the Marks.

(c) After Termination, Expiration, or Transfer. For two years after the expiration or termination of this Agreement or an approved Transfer to a new franchisee, you and your Owners may not, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating: (A) at the Site; (B) within a 10-mile radius of the Site; or (C) within a 10-mile radius of any other Studio in operation or under development on the effective date of termination or expiration of this;

(ii) interfere with our, our Affiliate's, or any other Studio owner's relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, our Affiliate, your Studio, or any other Studio to a Competitive Business; or

(iv) perform any act prejudicial or injurious to the goodwill associated with the Marks.

(d) Publicly Traded Corporations. Ownership of less than five percent of the outstanding voting stock of any class of stock of a publicly traded corporation will not, by itself, violate this Section 14.

(e) Enforcement of Covenants. You acknowledge and agree that (i) the restrictive covenants contained in this Section 14 are essential elements of this Agreement and that without their inclusion, we would not have entered into this Agreement; (ii) the time, territory, and scope of the covenants provided in this Section 14 are reasonable and necessary for the protection of our legitimate business interests; (iii) you have received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section 14 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section 14. You acknowledge that any breach or threatened breach of this Section 14 will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of an injunction prohibiting any conduct violating the terms of this Section 14. Such injunctive relief will be in addition to any other remedies that we may have.

15. INNOVATIONS

You agree to promptly disclose to us all ideas, concepts, methods, techniques and products conceived or developed by you and/or any of your Affiliates, Owners, agents, representatives, contractors or employees during the Term relating to the development or operation of a Studio ("**Innovations**"), whether or not protectable intellectual property and whether created by or for you or your Owners or employees. All Innovations will be deemed our sole and exclusive property and works made-for-hire for us. We have the right to incorporate Innovations into the System and may use them and authorize you and others to use them in the operation of Studios. Innovations will then also constitute Confidential Information. To the extent any Innovation does not qualify as a work made-for-hire for us, by this Section you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our Affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Studio or otherwise without our prior approval.

16. TERMINATION OF AGREEMENT

(a) Termination By You. You may terminate this Agreement if we commit a material breach of any of our obligations under this Agreement and fail to correct such breach within 30 days after your delivery of written notice to us of such breach; provided, however, that if we cannot reasonably correct the breach within this 30-day period but provide you, within this 30-day period, with reasonable evidence of our effort to correct the breach within a reasonable time period, then the cure period will run through the end of such reasonable time period. Abandoning your Studio operations in the manner described in Section 16(b)(iii) will be deemed to be your termination of this Agreement without cause.

(b) Termination by Us. Any one or more of the following constitutes an "**Event of Default**" under this Agreement:

(i) you or any of your Owners have made or make any material misrepresentation or omission in connection with your application for and acquisition of the Franchise or your operation of the Studio, including by intentionally, or through your gross negligence, understating the Studio's Gross Sales for any period;

(ii) you fail to (a) obtain our acceptance of a site by the Site Acceptance Deadline, (b) secure the approved Site under a Site Agreement that we approve by the Site Acquisition Deadline, or (c) develop, open, and begin operating the Studio in accordance with our System Standards on or before the Opening Deadline;

(iii) you (x) abandon or fail to actively operate the Studio offering full services to its members during all of the hours we specify (other than due to a Force Majeure Event as defined below) for two or more consecutive days, or for five or more days during any calendar month, (y) assert, in writing, your intention to permanently close the Studio prior to the end of the Term without our consent, or (z) otherwise engage in acts that would cause us to reasonably conclude that you have abandoned the Studio; provided, however, that you may close the Studio for up to seven days for remodeling and repairs which have been pre-approved in writing by us (but if your remodeling or repairs will take more than seven days, your members must be able to use an alternate location within five miles of your Studio);

(iv) you or any of your Owners makes a purported Transfer in violation of Section 10 (Transfer);

(v) you, any Owner, or any of your officers or directors are convicted of or plead nolo contendere to a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that we believe is likely to have an adverse effect on our franchise system, the Marks and any associated goodwill, or the ORANGETHEORY® concept (an "**Adverse Effect**") or you, any Owner, or any of your officers or directors has engaged in or engages in activities that, in our reasonable opinion, have an Adverse Effect;

(vi) you lose the right to possession of the Site, unless you locate and start pre-selling memberships at a substitute Site pre-approved in writing by us within the Territory before you cease operating the Studio at the original Site;

(vii) you or any of your Owners violate any provisions of Section 14 (Non-Compete) or improperly disclose, misuse, or misappropriate any Confidential Information;

(viii) you violate any Applicable Laws and do not begin to correct such noncompliance or violation immediately, or do not completely correct such noncompliance or violation within the time period prescribed by law, unless you are in good faith contesting your liability for such violation through appropriate proceedings;

(ix) you (a) fail to provide us with any of the reports required under Section 9(c)(ii)(A) through (F) (Records, Reports, and Financial Statements) by the specified deadlines or fail to make any payment due to us or any of our Affiliates and (b) do not correct such failure within five days after delivery of written notice of such failure, or you withhold our access to accounting and financial systems or data, revoke any authorization provided to us to debit your bank account, or initiate any stop payments against us or our Affiliates;

(x) you fail to provide any information regarding Financing Arrangements by the deadlines specified in Section 9(c)(ii)(G);

(xi) you fail to maintain the insurance required by this Agreement or to furnish us with satisfactory evidence of such insurance within the required time and do not correct such failure within five days after delivery of written notice of such failure;

(xii) you fail to pay when due any federal or state income, service, sales, employment, or other taxes due from the operations of the Studio, unless you are in good faith contesting your liability for such taxes through appropriate proceedings;

(xiii) any Franchisee Parties breach this Agreement and/or any Related Agreements on three or more separate occasions within any period of 12 consecutive months, and we or our Affiliates provide you with written notice of such breaches in accordance with the terms of the applicable agreements, whether or not such breaches are cured;

(xiv) any Franchisee Parties repeatedly fail to pay amounts owed to our designated, approved, or recommended suppliers within 30 days following the due date (unless you are contesting the amount in good faith);

(xv) any Franchisee Parties default (and fail to cure within the allocated time) under any Financing Arrangement;

(xvi) you fail to achieve Performance Standards in two consecutive years;

(xvii) any other Related Agreement is terminated before its term expires, regardless of the reason (except pursuant to our mutual written agreement);

(xviii) you or any Parent makes an assignment for the benefit of creditors or admits in writing your insolvency or inability to pay your debts generally as they become due; you or any Parent consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of your or its property; the Studio is attached, seized, or levied upon, unless such attachment, seizure, or levy is vacated within 60 days; a lender forecloses on a material portion of your or your Parent's assets; or any order appointing a receiver, trustee, or liquidator of you, your Parent, or the Studio is not vacated within 60 days following the entry of such order; or

(xix) any of the Franchisee Parties fail to comply with any other obligation under this Agreement or any Related Agreements, including any System Standard, and do not correct the failure to our satisfaction within 30 days after we deliver written notice of the failure to you; provided, however, that if we determine such party cannot reasonably correct the breach within this 30-day period and you provide us, within this 30-day period, with reasonable evidence of such party's effort to correct the breach within a reasonable time period, then the cure period will run through the end of such reasonable time period.

(c) Our Remedies After an Event of Default.

(i) Right to Terminate. If an Event of Default occurs, we may, at our sole election and without notice or demand of any kind, declare this Agreement and any and all other rights granted under this Agreement to be immediately terminated and, except as otherwise provided herein, of no further force or effect. Upon termination, you will not be relieved of any of your obligations, debts, or liabilities under this Agreement, including any debts, obligations, or liabilities that you accrued prior to such termination or any indemnification obligations with respect to matters that occurred prior to such termination that were not asserted until after termination.

(ii) Other Remedies. If an Event of Default occurs, we may, at our sole election and upon delivery of written notice to you, take any or all of the following actions without terminating this Agreement:

(A) temporarily or permanently reduce the size of the Territory, in which event the restrictions on us and our Affiliates under Section 1(d) (Territorial Rights) will not apply in the geographic area that was removed from the Territory;

(B) temporarily suspend or permanently terminate your limited territorial rights and the restrictions on us and our Affiliates under Section 1(d) (Territorial Rights);

(C) temporarily remove information concerning the Studio from the System Website and/or stop your or the Studio's participation in any other programs or benefits offered on or through the System Website;

(D) suspend your right to participate in one or more programs or benefits that the Marketing Fund provides;

(E) suspend any other services that we or our Affiliates provides to you under this Agreement or any other agreement, including any services relating to the Technology System;

(F) suspend or terminate any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(G) suspend our performance of, or compliance with, any of our obligations to you under this Agreement or other agreements;

(H) undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under this Agreement. You will reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty; and/or

(I) enter the Studio's premises and assume the management of the Studio ourselves or appoint a third party (who may be our Affiliate) to manage the Studio. All funds from the operation of the Studio while we or our appointee assumes its management will be kept in a separate account, and all of the expenses of the Studio will be charged to that account. We or our appointee may charge you (in addition to the amounts due under this Agreement) a management fee that we specify, not to exceed 15% of the Studio's Gross Sales, plus any out-of-pocket expenses incurred in connection with the Studio's management. We or our appointee has a duty to utilize only reasonable efforts and will not be liable to you for any debts, losses, or obligations the Studio incurs, or to any of your creditors for any products or services the Studio purchases, while managing it. You shall not take any action or fail to take any action that would interfere with our or our appointee's exclusive right to manage the Studio and may, in our sole discretion, be prohibited from visiting the Studio so as to not interfere with its operations. Our (or our appointee's) management of the Studio will continue for intervals lasting up to 90 days each (and, in any event, for no more than a total of one year), and we will during each interval periodically discuss the Studio's status with you.

(iii) Exercise of Other Remedies. Our exercise of our rights under Section 16(c)(ii) (Other Remedies) will not (i) be a defense for you to our enforcement of any other provision of this Agreement or waive or release you from any of your other obligations under this Agreement, (ii) constitute an actual or constructive termination of this Agreement, or (iii) be our sole or exclusive remedy for your default. You must continue to pay all fees and otherwise comply with all of your obligations under this Agreement (except as set forth in Section 16(c)(ii)(I) (our assumption of management)) following our exercise of any of these rights. If we exercise any of our rights under Section 16(c)(ii), we may thereafter terminate this Agreement without providing you any additional corrective or cure period, unless the default giving rise to our right to terminate this Agreement has been cured to our reasonable satisfaction.

17. EFFECT OF TERMINATION OR EXPIRATION OF THIS AGREEMENT

You covenant and agree that upon expiration (including as a result of our decision not to grant a Successor Franchise, your decision not to acquire a Successor Franchise, or the expiration of the applicable Term or Successor Term) or termination of this Agreement for any reason, unless we direct you otherwise, you must comply with each of the following provisions:

(a) Payment of Amounts Owed to Us. You will immediately pay us all amounts remaining due under this Agreement (or within five days after the amount is known if the amount is not known on the effective date of expiration or termination). In the case of a termination by either party, this will be deemed to include all amounts that you would have paid us during what would have been the remainder of the Term had it not been terminated, including Royalties and Brand Fund Contributions (with the Gross Sales used to calculate the Royalties and Brand Fund Contributions being determined using the average of your weekly Gross Sales during the 6-month period prior to the date of termination). You agree that such amounts (i) are true liquidated damages; (ii) are intended to compensate us for the harm we will suffer only from and as a result of the loss of our revenue stream provided by the Royalties and Brand Fund Contributions and not for any other damages; (iii) are not a penalty; (iv) are a reasonable estimate of our probable loss of Royalties and Brand Fund Contributions resulting from your defaults, viewed as of the termination date; and (v) will be in addition to all other rights we have to obtain legal or equitable relief. You also agree that, in the case of a termination by either party, we also will suffer damages other than lost future Royalties and Brand Fund Contributions (including loss of goodwill relating to the Marks and lost business opportunities). You also will pay to us all damages, costs, and expenses, including reasonable attorneys' fees, that we incur after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section 17.

(b) Cease Identification With Us.

(i) You must immediately cease using, by advertising or in any other manner, (a) the Intellectual Property (including the Marks and the Trade Dress), (b) the System and all other elements associated with the System, and (c) any colorable imitation of any of the Intellectual Property or any trademark, service mark, trade dress, or commercial symbol that is confusingly similar to any of the Marks or the Trade Dress.

(ii) You may not directly or indirectly at any time or in any manner (except with respect to other Studios you own and operate) identify yourself or any business as a current or former Studio, or as one of our current or former franchisees.

(iii) You must immediately take all action required (i) to cancel all assumed name or equivalent registrations relating to your use of the Marks and (ii) to cancel or transfer to us or our designee all authorized and unauthorized domain names, social media accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Studio or the Marks (collectively, "**Identifiers**"). You acknowledge that as between you and us, we have the sole rights to and interest in all Identifiers. If you fail to comply with this Section 17(b), you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider and all listing agencies to transfer such Identifiers to us. The telephone company, the postal service, registrars, Internet Service Providers and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such Identifiers and our authority to direct their transfer.

(iv) You must, at your own expense, remove and deliver to us (or, at our option, destroy) all marketing materials, forms, and other materials containing any of the Marks or otherwise identifying or relating to a Studio.

(v) If we do not exercise our option to operate and/or purchase the Studio, you must, at your own expense, make such modifications or alterations to the Site immediately upon termination or expiration of this Agreement that we deem necessary to distinguish the appearance of the Site from an ORANGETHEORY® Studio, including removing the signs, the Marks, and any Trade Dress so as to indicate to the public that you are no longer associated with us. If you do not comply with the requirements of this Section, we may enter the Studio without being guilty of trespass or any other tort, for the purpose of making or causing to be made any required changes. You agree to reimburse us on demand for our expenses in making such changes.

(vi) You agree to furnish us, within 30 days after the effective date of termination or expiration of this Agreement, with evidence satisfactory to us of your compliance with the foregoing obligations.

(vii) You agree to comply with the non-disparagement obligations described in Section 12(g) (Non-Disparagement).

(c) Confidential Information. You and your Owners must refrain from any disclosure of Confidential Information and must immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manuals and any other confidential materials that we have loaned to you.

(d) Competitive Restrictions. You and your Owners will abide by the non-compete obligations specified in Section 14(c) (After Termination, Expiration, or Transfer).

(e) Memberships. In addition to any procedures required by Applicable Laws, you must, in our sole discretion and in accordance with any directions that we provide: (i) notify all members of your Studio immediately that your Studio will cease to operate under the Marks (using a notice that we have approved in writing); (ii) offer all members of your Studio the option to terminate their membership and receive a pro rata refund of all membership fees and other charges which were prepaid by such members related to any period after the effective date of termination or expiration of this Agreement; and/or (iii) assign the membership agreements to us or our designee and pay us or our designee the pro rata amount of all membership fees and other charges which were prepaid by such members related to any period after the effective date of termination or expiration of this Agreement. You are solely responsible for paying any refunds to your members. We may contact and offer such members continued rights to use one or more Studios on such terms and conditions we deem appropriate. In no event (including if the membership agreements are assigned to us or our designee) will we or our designee assume any then-existing liability arising out of or relating to any membership agreement or act or failure to act by you or your Studio. You will cooperate with us to preserve member goodwill.

(f) Our Right to Operate. We will have the right to immediately enter and take possession of the Studio to maintain continuous operation of the Studio, provide for orderly change of management and disposition of personal property, and otherwise protect our interests. Our right to possess and operate the Studio will continue until (i) we decline or fail to timely exercise our option to purchase the Studio or (ii) we have exercised our option to purchase the Studio and closed on such purchase. If we exercise the right to possess and operate the Studio, you will vacate the Studio promptly and completely, rendering all necessary assistance to us to enable us to take prompt possession and assume operations, and you will have no right to any revenue that we earn while operating the Studio. If you dispute the validity of our termination of this Agreement or our decision to not grant a Successor Franchise, we will nevertheless have the option, which you irrevocably grant, to operate the Studio pending the final, unappealed determination of the dispute under this Agreement. If an arbitrator or court of competent jurisdiction makes a final, unappealed determination that the termination of this Agreement or our failure to offer a Successor Franchise was not valid, we will make a full and complete accounting for the period during which we operated the Studio. We have the unrestricted right to assign or delegate this right to operate the Studio to an affiliate or third party to operate the Studio in accordance with this Section.

(g) Our Right to Purchase.

(i) Exercise of Option. We have the option, exercisable by giving written notice to you within 60 days from the date of the termination or expiration of this Agreement, to purchase the Studio from you, including the leasehold rights to the Site. (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the "**Notification Date**"). We have the unrestricted right to assign this option to purchase the Studio. We will be entitled to all customary warranties and representations in connection with our asset purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

(ii) Real Property Rights. You agree at our election:

(A) to assign your leasehold interest in the Site to us;

(B) to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease; or

(C) if a Franchisee Party owns the Site, to, at our option, sell a fee simple interest in the Site to us as part of the assets or lease the Site to us for an initial five-year term with one renewal term of five years (at our option) on commercially reasonable terms.

(iii) Purchase Price. The purchase price for the Studio will be its fair market value, determined in a manner consistent with reasonable depreciation of the Studio's equipment, signs, inventory, materials and supplies, provided that the Studio will be valued as an independent business and its value will not include any value for: (a) the Franchise or any rights granted by this Agreement; (b) the Marks; (c) participation in the network of Studios; or (d) any goodwill related to the Studio, the Marks, or the System. The length of the remaining term of the lease for the Site will also be considered in determining the Studio's fair market value.

(iv) Excluded Assets. We may exclude from the assets purchased cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Studio's operation or that we have not approved as meeting standards for Studios, and the purchase price will reflect such exclusions.

(v) Appraisal. If we and you are unable to agree on the Studio's fair market value, its fair market value will be determined by three independent appraisers who collectively will conduct one appraisal; provided, however, that if they are unable to agree on a single appraisal, the appraised value will be the average of the three appraisals. We will appoint one appraiser, you will appoint one appraiser, and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our option to purchase the Studio, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within 30 days after the third appraiser's appointment.

(vi) Closing. The purchase price will be paid at the closing of the purchase, which will take place not later than 90 days after determination of the purchase price. We have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your Owners owe to us or any amounts of rent you owe the landlord of the Site, or supplies or your creditors that we pay on your behalf in order to obtain lawful possession of the Site, any of your assets or to cover amounts you owe suppliers we do business with. At the closing, you agree to deliver instruments transferring to us:

(A) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you; and

(B) all licenses and permits of the Studio which may be assigned or transferred;

(C) the leasehold interest and improvements in the Site; and

(D) accounts receivable from members and membership contracts.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale will be accomplished through an escrow. You and your Owners further agree to execute general releases, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns.

(h) Injunctive and Other Relief. You acknowledge that your failure to abide by the provisions of this Section 17 will result in irreparable harm to us, and that our remedy at law for damages will be inadequate. Accordingly, you agree that if you breach any provisions of this Section 17, we are entitled to injunctive relief (including the remedy of specific performance) in addition to any other remedies available at law or in equity.

(i) Continuing Obligations. All of our and your (and your Owners' and Affiliates') obligations which expressly or by their nature survive the termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding its termination or expiration until such obligations are satisfied in full or by their nature expire.

18. INDEMNIFICATION AND INSURANCE

(a) Indemnification.

(i) Indemnification Obligation. You must defend, indemnify, and hold harmless us and our Affiliates, our and their permitted successors and assigns, and each of our and their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives (collectively, the "**Indemnified Parties**") from and against all Losses (defined below), which any of the Indemnified Parties may suffer, sustain, or incur as a result of a (a) claim asserted by a third party, (b) inquiry made formally or informally by a third party, or (c) legal action, investigation, or other proceeding brought by a third party that directly or indirectly arises out of or relates to: (1) the operation of the Studio, including any marketing efforts related to the Studio; (2) the business you conduct under this Agreement; (3) your breach of this Agreement; (4) your noncompliance or alleged noncompliance with any Applicable Laws; or (5) any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to your employees (each, an "**Indemnified Claim**"). "**Losses**" means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that an Indemnified Party incurs, including accountants', arbitrators', mediators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

(ii) Indemnification Procedure. We, or an Indemnified Party, will promptly notify you of any Indemnified Claim, provided, however, that the failure to provide such notice shall not release you from your indemnification obligations under this Section 18(a), except to the extent you are actually and materially prejudiced by such failure. An Indemnified Party shall have the right, in its sole discretion, to (a) require you to defend any Indemnified Claim at your expense using counsel reasonably satisfactory to the Indemnified Party or (b) defend any Indemnified Claim at your expense (or take over control of the defense of any Indemnified Claim at your expense at any point after you have started to provide a defense), including by selecting and hiring counsel and coordinating the defense. In either case, you must promptly reimburse such Indemnified Party for any and all Losses that it incurs related to the defense of any Indemnified Claims.

(iii) Cooperation and Settlement. You or the Indemnified Party (as the case may be) shall keep you or the Indemnified Party (as the case may be) reasonably apprised of, and shall respond to any reasonable requests concerning, the status of the defense of any Indemnified Claim of which it is maintaining, and shall cooperate in good faith with each other with respect to the defense of any such claim. You shall not, without the prior written consent of the Indemnified Parties, (a) settle or compromise any Indemnified Claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnified Parties, or (b) settle or compromise any Indemnified Claim in any manner that may adversely affect the Indemnified Parties other than as a result of money damages or other monetary payments which will be paid by you. Each Indemnified Party may agree to settlements or take any other remedial, corrective, or other actions that it deems appropriate with respect to any Indemnified Claim, and you shall be solely responsible all related Losses, subject to Section 18(a)(iv) (Willful Misconduct or Gross Negligence).

(iv) Willful Misconduct or Gross Negligence. You have no obligation to indemnify or hold harmless an Indemnified Party for, and we will reimburse you for, any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the

Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions. However, nothing in this Section 18(a)(iv) limits your obligation to defend us and the other Indemnified Parties under Section 18(a)(i) (Indemnification Obligation).

(v) Survival and Recovery. Your obligations in this Section 17(a) will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 18(a). You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 18(a).

(b) Insurance. You must obtain and thereafter maintain in full force and effect, throughout the Term, at your sole expense, property, professional liability, general liability, motor vehicle liability and other types of insurance we require in the Manuals or otherwise in writing from time to time. The liability insurance must cover claims for bodily injury, death and property damages caused by or occurring in connection with your Studio's operation or activities of your personnel in the course of their employment (within and without your Studio's premises). All of these policies must contain the minimum coverage we prescribe from time to time and must have deductibles not to exceed the amounts we specify. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. The insurer under any required policy must at all times maintain at least an "A" rating or better as rated by Best's Insurance Reports (or any similar rating that we periodically designate). You must cause us and any Affiliates we designate to be named as additional insureds on any such policies. These insurance policies must and provide for 30 days' prior written notice to us of a policy's material modification, cancellation or expiration. Each insurance policy must contain a waiver of all subrogation rights against us, our Affiliates and our and their successors and assigns. You must routinely furnish us copies of your certificates of insurance or other evidence of your maintaining this insurance coverage and paying premiums. You must notify us of any lawsuits filed against you within 5 Business Days after you have notice of such lawsuits, whether or not you have tendered them to your insurance company for defense and/or coverage. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies (including termination), we may (but need not) obtain such insurance for you and your Studio on your behalf, in which event you must cooperate with us and reimburse us for all premiums we incur in obtaining and maintaining the insurance, plus an administrative fee of $100.

19. AGREEMENT AND INTERPRETATION

(a) Entire Agreement. This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us, and there are no oral or other written understandings, representations, or agreements between us and you, relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. This Agreement includes the terms and conditions on Appendix A, which are incorporated into this Agreement by this reference. Any policies that we adopt and implement from time to time to guide our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

(b) Amendment. Subject to our right to periodically unilaterally modify System Standards and the Manual, the provisions of this Agreement may be modified only by written agreement between the parties.

(c) Severability. Except as expressly provided to the contrary in this Agreement, including in Section 21 (Dispute Resolution), each provision of this Agreement is severable, and if, for any reason, any provision or part of a provision is held to be invalid or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement that remain otherwise intelligible, which will continue to be given full force and effect and bind the parties. If any Applicable Laws requires a greater prior notice than is required under this Agreement of the termination of this Agreement or of our refusal to enter into a Successor Franchise Agreement, or the taking of some other action not required under this Agreement, or if, under any Applicable Laws, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions of this Agreement, and we will have the right to modify such invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions or any System Standard any portion or portions which a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order or arbitration award. Such modifications to this Agreement will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions.

(d) Waiver of Obligations. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of notice to the other or such other effective date stated in the notice of waiver. Any waiver we or you grant will be without prejudice to any other rights we or you may have, will be subject to our or your continuing review, and may be revoked by the party granting the waiver at any time and for any reason; provided, however, that any waived breach may not later be used as a ground for terminating this Agreement. Any waiver must be in writing to be enforceable. Our failure to complain or declare that you are in breach of the terms of this Agreement or our failure to give or withhold our approval as provided in this Agreement will not, except as otherwise provided in this Agreement, constitute a waiver of such breach or of such right to withhold our approval. We will not be deemed to waive or impair any of our rights under this Agreement because of our waiver of or failure to exercise any right, whether of the same, similar, or different nature, with other Studios or because of the existence of franchise or license agreements for other Studios which contain provisions different from those contained in this Agreement.

(e) Construction. The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The words "**include**," "**including**," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

(f) Additional Terms; Inconsistent Terms. The parties may provide additional terms by including the terms on Appendix A. To the extent that any provisions of Appendix A are in direct conflict with the provisions of this Agreement, the provisions of Appendix A shall control.

20. INDEPENDENT CONTRACTOR

This Agreement does not create, nor does any conduct by us create, a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, employee or servant of each other for any purpose. You are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. You are, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Studio and its business, including any personal property, Operating Assets, or real property and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Studio. Further, we and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. We do not have the right or power to supervise or discipline any of your employees; to determine the hiring, firing, compensation, or terms or conditions of employment of any of your employees; or otherwise to control the labor relations between you and your employees. We have no relationship with your employees, and you have no relationship with our employees.

21. DISPUTE RESOLUTION

(a) Arbitration. All disputes between us (and/or our Affiliates, and/or our and their respective owners, officers, directors, members, agents, and employees) and you (and/or your Owners, Affiliates, officers, directors, members, agents, and employees) arising out of or related to this Agreement or any provision of this Agreement (including the validity and scope of the arbitration obligation under this Section 21 or other issues of arbitrability, which we and you acknowledge is to be determined by an arbitrator, not a court), any other agreement between us (or our Affiliate) and you, or any aspect of our and your relationship, will be determined exclusively by binding arbitration to be conducted under the then-current commercial arbitration rules of the American Arbitration Association. The arbitration will be heard before one arbitrator, unless the damages sought exceed $1,000,000, in which case the arbitration will be heard before three arbitrators (one selected by us, one selected by you, and the third selected by the two party-appointed arbitrators). Arbitration proceedings must be held exclusively in the city in which we have our principal place of business at the time of the filing of the arbitration (currently, Boca Raton, Florida). Judgment upon the award may be entered in any court of competent jurisdiction. The provisions of this Section are intended to benefit and bind certain third-party nonsignatories and will continue in full force and effect after this Agreement's expiration or termination.

(b) Conduct of Arbitration. In any arbitration proceeding, each party in the arbitration must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. In any arbitration, each party in the arbitration will be bound by the provisions of any limitation on the period of time in which claims must be brought under Applicable Laws or this Agreement, whichever expires earlier. The arbitrators must follow Applicable Laws and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us and will not have the right to declare any Mark generic or otherwise invalid. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 19(d) (Waiver of Obligations).

(c) Individual Actions. Arbitration must be conducted on an individual basis, and not on a joint, collective, consolidated, or class-wide basis. Only we (and/or our Affiliates, and our and their respective owners, officers, directors, agents, members, and employees) and you (and/or your Owners, Affiliates, officers, directors, agents, members, and employees, if applicable) may be the parties to any arbitration proceeding; and no such arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or Entity. Notwithstanding the foregoing or anything to the contrary in this Section 21 or Section 19(c) (Severability), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 21, then all parties agree that this arbitration clause will not apply to that dispute and that such dispute will be resolved in a judicial proceeding in the Selected Courts (as defined in Section 21(e) (Right to Injunctive Relief).

(d) Relief. The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 21(h) (Waiver of Punitive Damages), award any special, consequential, exemplary, or punitive damages against any party to the arbitration (such parties hereby waive to the fullest extent permitted by law, except as expressly provided in Section 21(h) (Waiver of Punitive Damages), any right to or claim for any special, consequential, exemplary, or punitive damages against the other parties).

(e) Right to Injunctive Relief. Notwithstanding our and your agreement to arbitrate, either party will have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction with respect to any dispute subject to arbitration; provided, however, that such party must contemporaneously submit the dispute for arbitration on the merits as provided in Section 21(a) (Arbitration). You must make any request for a temporary restraining order or for temporary or preliminary injunctive relief exclusively in the United States District Court for the District in which we have our principal place of business at the time of filing (currently the United States District Court for the Southern District of Florida) or if federal subject matter jurisdiction is lacking, in the appropriate state court closest to our principal place of business at the time of filing (collectively, the "**Selected Courts**"). We may make any request for a temporary restraining order or for temporary or preliminary injunctive relief in the Selected Courts or in any federal or state court with jurisdiction. You and your Owners irrevocably consent to the Selected Courts' jurisdiction over you and your Owners and waive any argument that any other forum is a more convenient forum. In addition to any other relief available at law or equity, we will have the right to obtain restraining orders or temporary or permanent injunctions to: (i) enforce, among other matters, the provisions of this Agreement related to the System; (ii) enforce your obligations on termination or expiration of this Agreement; and (iii) prohibit any act or omission by you or your employees that is a violation of Applicable Laws or that threatens the Intellectual Property.

(f) Governing Law. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act or other federal law, this Agreement, the Franchise, and all claims arising from or related to the relationship between us and you, will be governed by the laws of the State of Florida, without regard to its conflict of laws principles, except that any Florida law regulating the sale of franchises, licenses, or business opportunities, or governing the relationship of a franchisor and its franchisee or the relationship of a licensor and its licensee, or involving unfair or deceptive acts or practices, will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(g) Waiver of Jury Trial. **WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU (OR YOUR OWNERS) OR US. WE AND YOU EACH ACKNOWLEDGE THAT WE AND YOU MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS**

(h) Waiver of Punitive Damages. **EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 18(A) (INDEMNIFICATION), WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES HE, SHE, OR IT SUSTAINS.**

(i) Limitations of Claims. **EXCEPT FOR (i) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 18(A) (INDEMNIFICATION), (ii) CLAIMS ARISING FROM YOUR (OR YOUR OWNERS') UNAUTHORIZED USE OF OUR INTELLECTUAL PROPERTY, and (iii) CLAIMS ARISING FROM YOUR NON-PAYMENT OF ANY AMOUNTS DUE UNDER THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A LEGAL PROCEEDING (IN THE REQUIRED OR PERMITTED FORUM) IS COMMENCED WITHIN TWO YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.**

(j) Costs and Attorneys' Fees. You (and your Owners) agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners (whether or not we initiate a legal proceeding, unless we initiate and fail to prevail in such court, arbitration, or other formal legal proceeding); and (ii) in the defense of any claim you and/or the Owners assert against us on which we prevail in court, arbitration, or other formal legal proceedings. We agree to reimburse you for all expenses you reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to you by us (whether or not you initiate a legal proceeding, unless you initiate and fail to prevail in such court, arbitration, or other formal legal proceeding); and (ii) in the defense of any claim we assert against you on which you prevail in court, arbitration, or other formal legal proceedings.

(k) Cumulative Rights. Our and your rights under this Agreement are cumulative, and no exercise or enforcement of any right or remedy will preclude our or your exercise or enforcement of any other right or remedy under this Agreement which we or you are entitled by law to exercise or enforce.

22. MISCELLANEOUS

(a) Third-Party Beneficiaries. Except as provided in the indemnification and arbitration Sections and this Section, nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal Entity not a party to this Agreement. If an Affiliate has licensed the System and/or the Marks to us, such Affiliate (and any third party that is entitled to exercise such Affiliate's rights) shall be a third-party beneficiary of our rights (but none of our duties, obligations, or liabilities) under this Agreement.

(b) No Liability. You agree that none of our or our Affiliates' past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, Affiliates, controlling parties, suppliers, agents, attorneys, representatives, or Entities under common control, ownership or management will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of us.

(c) Consent. Whenever our prior written approval or consent is required under this Agreement, you agree to make a timely written request to us for such consent. Our approval or consent must be in writing and signed by an authorized officer to be effective. Except where this Agreement expressly obligates us reasonably to approve any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed or effected actions that require our approval.

(d) Force Majeure. As used in this Section, a "**Force Majeure Event**" is one of the following events which is not caused by, influenced or contributed to by, or within the control of a party (using all lawful means available to such party to exert control over such event): fire, hurricane, tornado, typhoon, flood (other than a flood caused by a defect in the party's premises), earthquake, or other natural disaster. As to us, a Force Majeure Event also includes an unauthorized computer intrusion or hacking. If a Force Majeure Event renders a party's performance of its obligations under this Agreement impossible (not merely more costly or more inconvenient) the affected party's obligations that are so affected will be suspended solely to the extent and during the resulting period that such party's performance of such obligation is rendered impossible; provided however, that the affected party shall promptly notify the other party, in writing, that a Force Majeure Event has occurred, the manner and extent to which such party's obligations have been impacted, and the estimated period during which the party's performance of such obligations is expected to be impacted. A Force Majeure Event shall not suspend a party's payment obligations for monies owed or any other obligations that are not rendered impossible by the Force Majeure Event. The Term shall not be suspended during, or extended as a result of, a Force Majeure Event.

(e) Notices and Payments. All approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive the notice in accordance with this Section.

(i) To Us. You may deliver all routine requests for approval, day-to-day operational communications, and reports to the e-mail addresses that we designate in writing from time to time, but you must deliver all legal notices (including notices related to defaults, terminations, renewals, and Transfers) (a) personally; (b) by certified or registered United States mail, postage prepaid; or (c) by a nationally recognized overnight delivery service to the following address (which we may change upon delivery of written notice to you): OTF FRANCHISOR, LLC, 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487, Attn: Legal Department.

(ii) To You. We may deliver all communications to you, including legal notices (such as notices related to defaults, terminations, renewals, and Transfers), to the Orangetheory Fitness® e-mail address that we assign to you or (a) personally; (b) by certified or registered United States mail, postage prepaid; or (c) by a nationally recognized overnight delivery service to the Studio address or the address listed on Appendix A (which you may change upon delivery of written notice to us).

(iii) Timing of Receipt. All approvals, requests, notices, reports, and payments will be deemed delivered (a) at the time delivered by hand; (b) one Business Day after sending by e-mail; or (c) upon attempted delivery when sent by registered or certified mail or overnight delivery service.

(f) Time. Time is of the essence of this Agreement and each and every provision.

(g) Binding Effect. The delivery of this Agreement to you is not an offer. Therefore, this Agreement will not be binding upon us until it is first signed by you, tendered to us for our acceptance, and signed by us. Once accepted by us, this Agreement is binding upon and will inure to the benefit of us and you and our and your respective successors and permitted assigns. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Electronic signatures are expressly authorized. Faxed, scanned, or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

(h) Varying Standards. We specifically reserve the right and privilege, in our sole and absolute discretion and as we may deem in the best interests of all concerned in any specific instance, to vary System Standards and franchise agreement provisions for any franchisee or prospective franchisee based upon the peculiarities of a particular Site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which we deem to be of importance to the successful operation of such franchisee's business. We will not be required to grant you a like or similar variation.

(i) Exercise of Our Business Judgment. We have the right, in our sole judgment, to operate, develop and change the System in any manner that is not specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, we may, except as otherwise specifically provided in this Agreement, make our decision or exercise our rights based on the information readily available to us and our judgment of what is in our and/or our franchise network's best interests at the time our decision is made, regardless of whether we could have made other reasonable or even arguably preferable alternative decisions or whether our decision or the action we take promotes our financial or other individual interest.

23. REPRESENTATIONS AND ACKNOWLEDGEMENTS

(a) Acknowledgments. You acknowledge and agree that:

(i) you have received an execution ready copy of this Agreement at least seven calendar days before you executed this Agreement or any related agreements or paid any consideration to us. You have also received a Franchise Disclosure Document

("**FDD**") required by applicable state and/or federal laws, including a form of this Agreement, at least 14 calendar days (or such longer time period as required by applicable state law) before you executed this Agreement or any related agreements or paid any consideration to us;

(ii) the terms, conditions, and covenants contained in this Agreement are reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each Studio and to protect and preserve the goodwill of the Marks; and

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

(b) Acknowledgements in Certain States. The following acknowledgements apply to all franchisees and Studios, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin. You acknowledge and agree that:

(i) you have reviewed this Agreement and the FDD and have been given ample opportunity to consult with, and ask questions of, our representatives regarding the documents;

(ii) you have not received or relied on any representations made about the ORANGETHEORY® franchise opportunity by us, our Affiliates, or any of our or their officers, directors, owners, employees, or agents that are contrary to the statements made in our FDD or to the terms and conditions of this Agreement;

(iii) you are not relying upon any information furnished by us or our representatives other than the information contained in this Agreement and the FDD;

(iv) except as may be stated in the FDD, neither we, nor any of our Affiliates, nor any of our or our Affiliates' officers, agents, employees, or representatives have made any representation to you, express or implied, as to the historical revenues, earnings, or profitability of any Studio or the anticipated revenues, earnings, or profitability of the business subject to the Franchise or any other business operated by us, our licensees, our franchisees, or our Affiliates;

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

(vi) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing Studio owned by us or our Affiliates or that is not contained in our FDD (other than those from Studio franchisees) is unauthorized, unwarranted and unreliable and should be reported to us immediately. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this

Agreement or the extent to which we will continue to develop and expand the network of Studios;

(vii) you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a Studio may evolve and change over time;

(viii) an investment in a Studio involves business risks;

(ix) your business abilities and efforts are vital to the success of the venture; and

(x) we have advised you to have this Agreement reviewed and explained to you by an attorney, and you have been given ample time to do so.

If there are any exceptions to any of the foregoing, you must, prior to your execution of this Agreement, immediately notify our General Counsel.

(c) Representations. You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the Franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the Franchise. This Agreement has been duly authorized and executed by you or on your behalf and constitutes your valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally. We have approved your request to purchase a franchise in reliance on all of your representations.

(d) Terrorist Acts. You acknowledge that under applicable U.S. law, including Executive Order 13224, signed on September 23, 2001 (the "**Order**"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, you represent and warrant to us that, as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you is designated under the Order as a person with whom business may not be transacted by us, and that you: (i) do not, and hereafter will not, engage in any terrorist activity; (ii) are not affiliated with and do not support any individual or Entity engaged in, contemplating, or supporting terrorist activity; and (iii) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or Entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support

(e) No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Studios that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, the parties have executed and delivered this Agreement to be effective as of the Effective Date, regardless of the dates listed below.

FRANCHISOR:

OTF FRANCHISOR, LLC

By:________________________________
Name:______________________________
Title:_______________________________
Date:_______________________________

FRANCHISEE:

By:________________________________
Name: ______________________________
Title: _______________________________
Date:_______________________________

APPENDIX A
TO THE FRANCHISE AGREEMENT

FRANCHISEE-SPECIFIC TERMS

1. Effective Date: ____

2. Franchisee's Name: ____

3. Franchisee's State of Organization *(if applicable):* ______________________________

4. Ownership of Franchisee (Section 1(g)):

If the franchisee is an Entity (as defined in the Agreement), the following persons constitute all of the owners of a legal and/or beneficial interest in the franchisee:

Owner's Name and Address	Description of Interest	% of Ownership

5. Managing Owner: ____

6. Area Representative (Recital C): ____

7. Site Selection (Section 1(a)): (as may be depicted in an attached map)_______________
____
____

8. Franchise Fee (Section 5(a)): ☐ $59,950 ☐ ___________

9. Site Acceptance Deadline (Section 3(a)(v)):

☐ Four months after the Effective Date ☐ _______________

10. Site Acquisition Deadline (Section 3(b)(v)):

☐ Six months after the Effective Date ☐ _______________

11. Opening Deadline (Section 3(e)):

☐ 12 months after the Effective Date ☐ _______________

12. Franchisee's Contact Information for Notices (Section 22(e)): ____________________

____

____

13. Additional Terms; Inconsistent Terms *(if any)* (Section 19(f)): ______________________

____

Accepted and agreed:

FRANCHISOR	**FRANCHISEE**
OTF FRANCHISOR, LLC	**[FRANCHISEE NAME]**
By:____________________________	By:____________________________
Name:__________________________	Name:__________________________
Title:___________________________	Title:___________________________
Date:___________________________	Date:___________________________

SCHEDULE 1

TO APPENDIX A OF THE FRANCHISE AGREEMENT

STUDIO DETAIL SCHEDULE

(to be completed by us and signed by both parties after you have delivered an approved, signed Site Agreement to us)

The following terms supplement, modify, and form an integral part of the Franchise Agreement dated ________________:

1. The "**Site**" (Section 1(a)) is: ____

____

____

2. The "**Territory**" (Section 1(c)) is: ____

____

____

as further depicted in Schedule 2 to Appendix A.

3. The "**Expiration Date**" (Section 2(a)) is:

☐ 10 years from the Effective Date ☐ _______________

The Parties agree that, effective on the date this Schedule is signed by the Franchisor, (i) the site listed above shall be the "Site" pursuant to Section 1(a) (Rights Granted) of this Agreement, (ii) the territory listed above shall be the "Territory" pursuant to Section 1(c) (Determination of the Territory) of this Agreement, and (iii) the expiration date listed above shall be the "Expiration Date" pursuant to Section 2(a) (Term) of this Agreement.

Accepted and agreed:

FRANCHISOR	**FRANCHISEE**
OTF FRANCHISOR, LLC	**[FRANCHISEE NAME]**
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________
Date:_____________________________	Date:_____________________________

SCHEDULE 2

TO APPENDIX A OF THE FRANCHISE AGREEMENT

TERRITORY MAP

APPENDIX B

Guaranty of Performance

OWNER'S GUARANTY

In consideration of, and as an inducement to, the execution by OTF FRANCHISOR, LLC. ("**Franchisor**") of that certain ORANGETHEORY® Franchise Agreement, dated _____________, 20___, by and between ____ ("**Franchisee**") and Franchisor (as the same from time to time may be amended, modified, extended or renewed, the "**Franchise Agreement**"), the undersigned (collectively referred to as the **"Guarantors"** and individually referred to as a **"Guarantor"**) hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the **"Guaranteed Liabilities"**). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities. The Guarantors represent and agree that they have each reviewed a copy of the Franchise Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Franchise Agreement and this Guarantee.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

3. Term; No Waiver. This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of (i) such time as all Guaranteed Liabilities of Franchisee to Franchisor and its affiliates have been paid and satisfied in full or (ii) the Franchise Agreement and all obligations of Franchisee thereunder expire. This Guarantee will continue in full force and effect for (and as to) any extension or modification of the Franchise Agreement and despite the transfer of any interest in the Franchise Agreement or Franchisee, and each of the Guarantors waives notice of any and all renewals, extensions, modifications, amendments, or transfers. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of Sections 9 (Evaluations, Audits and Reports), 10 (Transfer), 12 (Intellectual Property), 13 (Confidential Information), 14 (Non-Compete), 15 (Innovations), and 8 (Indemnification) of the Franchise Agreement as though each such Guarantor were the "Franchisee" named in the Franchise Agreement. Each Guarantor agrees to take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5. Dispute Resolution. Section 21 (Dispute Resolution) of the Franchise Agreement is hereby incorporated herein by reference and will be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the "Franchisee" referred to in the Franchise Agreement.

6. Miscellaneous. This Agreement will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

GUARANTORS:

:

____
Signature

Address:
____
____
Date:__________________________

____
Signature

Address:
____
____
Date:__________________________

____
Signature

Address:
____
____
Date:__________________________

____
Signature

Address:
____
____
Date:__________________________

APPENDIX C

Nondisclosure and Noncompetition Agreements

NONDISCLOSURE AGREEMENT

This Agreement is dated [DATE]. The parties are [NAME OF FRANCHISEE] (referred to as **"we"**, **"us"**, and **"our"**), located at [ADDRESS], and [NAME OF INDIVIDUAL TO BE BOUND] (referred to as **"you"** and **"your"**). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of OTF Franchisor, LLC (**"OTF"**) under a Franchise Agreement dated [DATE] (the **"Franchise Agreement"**). We have a license to use the certain trademarks designated by OTF (the **"Marks"**), certain policies and procedures used in ORANGETHEORY® businesses (the **"System"**), and the Confidential Information developed and owned by OTF in our ORANGETHEORY® studio (the **"Studio"**). OTF recognizes that, in order for us to effectively operate our business, our employees, owners, independent contractors, and related individuals must have access to certain confidential information and trade secrets owned by OTF. Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm OTF, other franchise owners, and us. Accordingly, OTF requires us to have you to sign this Agreement.

AGREEMENT

1. Confidential Information. As used in this Agreement, **"Confidential Information"** means all manuals, trade secrets, know-how, methods, procedures, techniques, training materials, information, standards and specifications, and marketing and pricing techniques relating to the Studio, the System, or OTF's business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, supplier information, independent contractor information and other confidential information of OTF, OTF's affiliates, or us (collectively, the **"Interested Parties"**) that you obtain during your association with us. Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when your association with us began.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee or as an independent contractor to us. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, OTF's, or OTF's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. You agree that you may not retain any Confidential Information after your association with us ends. Accordingly, if your association with us ends for any reason, you agree to return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control.

4. Remedies. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

5. Severability. You acknowledge and agree that (i) the covenants contained in Paragraphs 2 and 3 are essential elements of this Agreement and that without their inclusion, we would not have associated with you; (ii) you have received sufficient and valid consideration in exchange for those covenants; (iii) enforcement of the same would not impose undue hardship; and (v) the period of protection provided by these covenants shall be extended by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

6. Independent Agreement. The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

7. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of OTF and OTF's affiliates. We, OTF, and OTF's affiliates have the right to enforce this Agreement directly against you.

8. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

9. Modification and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

10. Governing Law. This Agreement is governed by the laws of the state in which our principal office is located.

11. Attorneys' Fees. If we take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorneys' fees, to the extent that we prevail on the merits.

12. Representation. You certify that you have read and fully understand this Agreement, and that you entered into it willingly.

______________________________	______________________________
WITNESS	**YOU**
	Printed Name:________________________
	Date:______________________________
	Address for Notices:
	______________________________
	______________________________
	E-Mail: ____________________________

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Agreement is dated [DATE]. The parties are [NAME OF FRANCHISEE] (referred to as **"we"**, **"us"**, and **"our"**), located at [ADDRESS], and [NAME OF INDIVIDUAL TO BE BOUND] (referred to as **"you"** and **"your"**). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of OTF Franchisor, LLC (**"OTF"**) under a Franchise Agreement dated [DATE] (the **"Franchise Agreement"**). We have a license to use the certain trademarks designated by OTF (the **"Marks"**), certain policies and procedures used in ORANGETHEORY® businesses (the **"System"**), and the Confidential Information developed and owned by OTF in our ORANGETHEORY® studio (the **"Studio"**). Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm OTF, other franchise owners, and us. Accordingly, OTF requires us to have you to sign this Agreement.

AGREEMENT

1. Confidential Information. As used in this Agreement, **"Confidential Information"** means all manuals, trade secrets, know-how, methods, procedures, techniques, training materials, information, standards and specifications, and marketing and pricing techniques relating to the Studio, the System, or OTF's business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, supplier information, independent contractor information and other confidential information of OTF, OTF's affiliates, or us (collectively, the **"Interested Parties"**) that you obtain during your association with us. Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when your association with us began.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee or as an independent contractor to us. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, OTF's, or OTF's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. Competitive Business. A "**Competitive Business**" is (i) any business activity involving (a) an athletic or fitness center, health club, gymnasium, exercise or aerobics facility, (b) an indoor or outdoor boot camp style fitness program, or (c) one or more similar facilities or businesses offering health and fitness training to the public through access to classes, training personnel and/or fitness equipment; (ii) any entity that grants franchises or licenses for any of the businesses described in numerette (i); or (iii) any business in which Confidential Information could be used to the disadvantage of OTF, its affiliates, us, or other ORANGETHEORY® franchisees.

5. Noncompete During Association. You may not, during your association with us, without our prior written consent:

(i) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating anywhere;

(ii) interfere with our, OTF's, OTF's Affiliate's, or OTF's other franchisees' relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, OTF, our or OTF's Affiliate, the Studio, or any other ORANGETHEORY® Studio to a Competitive Business; or

(iv) perform any act prejudicial or injurious to the goodwill associated with the Marks.

6. Noncompete After Association Ends. For two years after your association with us ends for any reason you may not, without our prior written consent, directly or indirectly:

(i) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), interfere with our or any other Studio owner's relationships with any vendors or suppliers; or have any other interest in any Competitive Business located or operating: (a) at the site of the Studio; (b) within a 10-mile radius of the Studio; or (c) within a 10-mile radius of any other ORANGETHEORY® Studio in operation or under development on the effective date of termination or expiration of this, except the restrictions in this numerette (i) shall not apply if you are one of our employees; or

(ii) interfere with our, OTF's, OTF's Affiliate's, or OTF's other franchisees' relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, OTF, our or OTF's Affiliate, the Studio, or any other ORANGETHEORY® Studio to a Competitive Business; or

(iv) perform any act prejudicial or injurious to the goodwill associated with the Marks.

7. Remedies. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

8. Severability. You acknowledge and agree that (i) the restrictive covenants contained in Paragraphs 5 and 6 are essential elements of this Agreement and that without their inclusion, we would not have associated with you; (ii) the time, territory, and scope of the covenants provided in Paragraphs 5 and 6 are reasonable and necessary for the protection of our legitimate business interests; (iii) you have received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

9. Independent Agreement. The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

10. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of OTF and OTF's affiliates. We, OTF, and OTF's affiliates have the right to enforce this Agreement directly against you.

11. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

12. Modification and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

13. Governing Law. This Agreement is governed by the laws of the state in which our principal office is located.

14. Attorneys' Fees. If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorneys' fees, to the extent that we prevail on the merits.

15. Representation. You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

______________________________	______________________________
WITNESS	**YOU**
	Printed Name:________________________
	Date:______________________________
	Address for Notices:
	______________________________
	______________________________
	E-Mail: ___________________________

APPENDIX D

Current Form of Lease Addendum

OTF FRANCHISOR, LLC'S
REQUIRED FRANCHISOR LEASE ADDENDUM

RIDER AND SPECIAL STIPULATIONS

TO LEASE AGREEMENT DATED ____________________
BY AND BETWEEN

______________________________________, AS "LANDLORD"
AND

____, AS "TENANT" FOR THE DEMISED PREMISES ("PREMISES") DESCRIBED THEREIN

This Rider and Special Provisions (the "**Rider**") and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "**Lease**"), and the provisions hereof shall be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider shall govern and control.

1. Consent to Collateral Assignment to Franchisor; Disclaimer. Landlord acknowledges that Tenant intends to operate an ORANGETHEORY® studio in the Premises, and that Tenant's rights to operate an ORANGETHEORY® studio and to use the trade and service marks set forth on Exhibit "A" to this Rider are solely pursuant to a franchise agreement dated __________, 20__ (the "**Franchise Agreement**") between Tenant and OTF Franchisor, LLC (the "**Franchisor**"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations and takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, and/or (ii) Franchisor's (or any entity owned or controlled by, or under common control or ownership with, Franchisor) succeeding to Tenant's interest in the Lease by mutual agreement of Franchisor and Tenant, or as a result of Franchisor's exercise of rights or remedies granted under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant, and/or (iii) Tenant's, Franchisor's and/or any other franchisee of Franchisor's assignment of the Lease to another franchisee of Franchisor with whom Franchisor has executed its then-standard franchise agreement, Landlord, Tenant and Franchisor agree and acknowledge that simultaneously with such assignment pursuant to the immediately preceding sentence, Franchisor shall be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee shall be afforded such release in the event Tenant/such franchisee is the assignor unless otherwise agreed by Landlord. Landlord further agrees that all unexercised renewal or extension rights and other rights stated to be personal to Tenant shall not be terminated in the

event of any assignment referenced herein, but shall inure to the benefit of the applicable assignee.

2. Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to the Premises), Landlord shall give Franchisor written notice of any default by Tenant, and commencing upon receipt thereof by Franchisor, Franchisor shall have five (5) additional days to the established cure period as is given to Tenant under the Lease for such default, provided that in no event shall Franchisor have a cure period of less than five (5) days after Franchisor's receipt of such notice. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

OTF Franchisor, LLC
6000 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
Attention: Legal Department
legal@orangetheory.com

With a copy to:

Arnall Golden Gregory, LLP
Attention: Jonathan L. Neville, Esq.
171 17th Street, Suite 2100
Atlanta, GA 30363

3. Assignment Rights of Franchisor and Affiliates. Notwithstanding anything to the contrary contained in the Lease or this Rider, in the event Franchisor (or any entity owned or controlled by, or under common control or ownership with, Franchisor) becomes the "Tenant" entity under the Lease, whether pursuant to the terms of Section 1 of this Rider or otherwise consistent with the terms of the Lease, then as of and following such date of Franchisor's (or any entity owned or controlled by, or under common control or ownership with, Franchisor's) becoming "Tenant": (i) the transfer of equity interests among existing holders of equity interests in Tenant or any direct or indirect parent thereof, to or among family members, or to trusts for the benefit of any of such parties, (ii) the transfer of equity interests in Tenant or any direct or indirect parent thereof in connection with a public offering of equity interests, (iii) any transfer of equity interests in Tenant or any direct or indirect parent thereof, if Tenant or any direct or indirect parent of Tenant is a public company, (iv) any direct or indirect transfers, including any sale, of equity interests in Tenant or any affiliate thereof, or (v) any change in the members of the board of managers, directors, management or organization of Tenant or any affiliate thereof, shall not be deemed an assignment, subletting, change of control or other transfer of Tenant's interest in and to this Lease.

4. Radius and Relocation Clauses Ineffective. Notwithstanding anything as set forth in the Lease to the contrary or in conflict, in the event Franchisor (or any entity owned or controlled by, or under common control or ownership with, Franchisor) becomes the "Tenant" entity under the Lease, whether pursuant to the terms of Section 1 of this Rider or otherwise consistent with the terms of the Lease, then as of and following such date of Franchisor's (or any entity owned or controlled by, or under common control or ownership with, Franchisor's) becoming "Tenant": (i) all "radius" restrictions or other limitations contained within the Lease limiting the operation of other locations/stores/units within a certain geographic area shall be

of no further force or effect; and (ii) all rights of Landlord to directly or indirectly relocate the Premises shall be of no further force or effect.

5. Franchisor's Right to Enter. Landlord acknowledges that, under the Franchise Agreement, Franchisor or its appointee has the right to assume the management and operation of the Tenant's business, on Tenant's behalf, under certain circumstances (to-wit: Tenant's abandonment, Tenant's failure to timely cure its default of the Franchise Agreement, and while Franchisor evaluates its right to purchase the ORANGETHEORY® studio). Landlord agrees that Franchisor or its appointee may enter upon the Premises for purposes of assuming the management and operation of ORANGETHEORY® studio as provided in the Franchise Agreement and, if it chooses to do so, it will do so in the name of the Tenant and without assuming any direct liability under the Lease unless Franchisor exercises such rights to assume the Lease as set forth in Section 1 of this Rider. Further, upon the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the ORANGE THEORY® Trademarks or other commercial symbols of Franchisor.

6. Third-Party Beneficiary. For so long as Franchisor holds a collateral assignment of the Lease, Franchisor is a third-party beneficiary of the Lease, including, without limitation, this Rider, and as a result thereof, shall have all rights (but not the obligation) to enforce the same.

7. Amendments. Tenant agrees that the Lease may not be terminated, modified or amended without Franchisor's prior written consent, nor shall Landlord accept surrender of the Premises without first providing Franchisor ten (10) days' prior written notice of same, during which time Franchisor may exercise its collateral assignment rights as provided herein. Tenant agrees to promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the signed modifications and amendments.

8. Default Under Franchise Agreement. Any default under the Lease which is not cured by Tenant within any applicable cure period also constitutes grounds for termination of the Franchise Agreement.

9. Remaining Provisions Unaffected. Those parts of the Lease that are not expressly modified by this Rider remain in full force and effect.

10. Counterparts. This Rider may be executed in one or more counterparts, each of which shall cumulatively constitute an original. PDF/Faxed signatures of this Rider shall constitute originals of the same.

AGREED and executed and delivered under seal by the parties hereto as of the day and year of the Lease.

LANDLORD:

____

Address:______________________________

____

Phone;________________________________

By:___________________________________

Name:_________________________________

Title:________________________________

Date:_________________________________

TENANT:

____

Address:______________________________

____

Phone:________________________________

By:___________________________________

Name:_________________________________

Title:________________________________

Date:__ ______________________________

EXHIBIT "A"

<u>ORANGE THEORY® Trademarks</u>

ORANGE THEORY®

OT FIT®

OTF®

APPENDIX E

Current Form of General Release

GENERAL RELEASE

[USED IN EVENT OF TRANSFER OR SUCCESSOR AGREEMENT]

Release of Franchisor and Related Parties. You and Guarantors, on behalf of yourself and Guarantors, and your and Guarantors' respective current and former parents, affiliates, and subsidiaries, and each such foregoing person's or entity's respective agents, spouses, heirs, principals, attorneys, owners, officers, directors, employees, representatives, predecessors, successors, and assigns (collectively, the "**Releasing Parties**"), do hereby absolutely and irrevocably release and discharge us and our current and former parents, subsidiaries, and affiliates, and each such foregoing entity's respective current and former owners, officers, directors, employees, managers, agents, representatives, predecessors, successors, and assigns (the "**Released Parties**"), of and from any and all claims, obligations, debts, proceedings, demands, causes of actions, rights to terminate and rescind, liabilities, losses, damages, and rights of every kind and nature whatsoever (collectively, "**Claims**"), whether known or unknown, suspected or unsuspected, at law or in equity, which any of the Releasing Parties had, has, or may have had, from the beginning of time to the Effective Date, including, without limitation, any and all Claims in any way arising out of or relating to the Original Franchise Agreement or the Franchise Agreement, the relationship created by the Original Franchise Agreement or the Franchise Agreement, or the development, ownership, or operation of the Studio. You and Guarantors, on behalf of yourself and Guarantors and the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by this paragraph, and warrant and represent that you and they have not assigned or otherwise transferred any Claims released by this paragraph.

NOTWITHSTANDING THE FOREGOING, THIS RELEASE DOES NOT RELEASE ANY CLAIMS THE UNDERSIGNED MAY HAVE THAT MAY NOT BE RELEASED PURSUANT TO THE FRANCHISE LAWS WHERE THE UNDERSIGNED IS A RESIDENT OR WHERE THE FRANCHISED BUSINESS IS LOCATED, TO THE EXTENT REQUIRED BY APPLICABLE LAW.

This general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

[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.**]**

YOU	**GUARANTOR[/OWNERS]**
Printed Name:____________________	Printed Name:____________________
Date:___________________________	Date:___________________________
Address for Notices:	Address for Notices:

4933-4607-0801, v. 1

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

SEB Franchising Guarantor LLC

Financial Statements
December 31, 2024 and 2023 and for the three years ended December 31, 2024

SEB Franchising Guarantor LLC
Index
December 31, 2024, 2023 and 2022

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.

PricewaterhouseCoopers LLP

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	$ 5,000,000	$ 5,000,000
Total assets	$ 5,000,000	$ 5,000,000
Liabilities and Member's Equity		
Member's equity	$ 5,000,000	$ 5,000,000
Total liabilities and member's equity	$ 5,000,000	$ 5,000,000

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	196,144	146	249
Net income (loss)	$ 186,394	$ (451)	$ (786)

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	5,000,021
Contributions	430
Net loss	(451)
Balance at December 31, 2023	5,000,000
Contributions	9,750
Distributions	(196,144)
Net income	186,394
Balance at December 31, 2024	$ 5,000,000

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.

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).

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 **OTF Franchisor, LLC**, located at 6000 Broken Sound Parkway NW, Ste. 200, Boca Raton, FL 33487 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise 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 are satisfied or until the liability of Franchisor to its franchisees under the Franchise 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
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.

PricewaterhouseCoopers LLP

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	67,893	39,019
Property and equipment, net	2,965	3,477
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	40,261	24,738
Total assets	$ 111,119	$ 67,234
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	42,862	23,189
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	1,017,266	512,654
Total liabilities	1,060,128	535,843
Member's deficit		
Member's deficit	(949,044)	(468,645)
Accumulated other comprehensive income	35	36
Total member's deficit	(949,009)	(468,609)
Total liabilities and member's deficit	$ 111,119	$ 67,234

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

(in thousands of US dollars)	Member's Deficit	Other Comprehensive Income (Loss)	Total Member's Deficit
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	$ (949,044)	$ 35	$ (949,009)

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.

(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.

(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.

(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

(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

(in thousands of US dollars)

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.

(in thousands of US dollars)

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.

(in thousands of US dollars)

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.

(in thousands of US dollars)

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.

(in thousands of US dollars)

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.

(in thousands of US dollars)

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

(in thousands of US dollars)

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.

(in thousands of US dollars)

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	(1,590)	(1,097)
Amortizable intangible assets, net	566	1,025
Nonamortizable trademarks and trademarks in progress	1,127	1,128
Intangible assets, net	$ 1,693	$ 2,153
Amortizable software development and license costs	$ 44,733	$ 23,348
Less: Accumulated amortization	(18,835)	(6,533)
Amortizable software development and license costs,	25,898	16,815
Software development in progress	1,487	523
Software development and license costs, net	$ 27,385	$ 17,338

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	107
	$ 26,464

(in thousands of US dollars)

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	$	(1,359)

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

(in thousands of US dollars)

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.

(in thousands of US dollars)

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.

(in thousands of US dollars)

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	(15,961)	(5,039)
Long-term debt, net of financing costs	962,827	478,749
Less: Current maturities	(7,238)	(3,638)
Long-term debt, net of current maturities and financing costs	$ 955,589	$ 475,111

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	462,000
Total principal payments	$ 978,788

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.

(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.

(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 D TO THE DISCLOSURE DOCUMENT

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CONFIDENTIAL OPERATIONS MANUAL

EXHIBIT E TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA AND RIDERS

**ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATES OF
CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN**

The following provision applies only to franchisees and Franchised Businesses that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and/or Wisconsin:

> No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF CALIFORNIA

The following paragraphs are added to the Disclosure Document:

Our website, www.orangetheory.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document 14 days prior to execution of an agreement.

Section 31125 of the Franchise Investment Law requires us to give you a Disclosure Document approved by the Commissioner of the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

Neither we nor any person in Item 2 of the Disclosure Document is subject to any currently-effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq*., suspending or expelling us or that person from membership in these associations or exchanges.

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

The following paragraph is added at the end of Item 6 of the Disclosure Document:

The maximum interest rate allowable by law in California is 10% annually.

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

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

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

<u>Post-Termination Noncompetition Covenants</u>. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law.

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

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration is to occur at the office of the American Arbitration Association in Fort Lauderdale, Florida with costs being borne by the non-prevailing party. 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.

Releases. You must sign a general release when you sign your franchise agreement or if you renew or transfer your franchise or sign a superseding agreement. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (*see* California Corporations Code §§ 31000 through 31516). California Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 2000 through 20043).

CA Corporations Code Section 31512.1 - Franchise Agreement Provisions Void as Contrary to Public Policy:

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, 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.

RIDER TO
OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

This Rider is entered into this _____________, 20___ (the "**Effective Date**"), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**" or "**our**"), and ____, a _______________ whose principal business address is ____ ________________________ (referred to in this Rider as "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

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

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

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

4. **<u>Post-Termination Noncompetition Covenants</u>**. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law.

5. **<u>Governing Law and Jurisdiction</u>**. The Franchise Agreement requires application of the laws of the State of Florida with certain exceptions. These provisions may not be enforceable under California law.

6. **<u>Arbitration</u>.** The Franchise Agreement requires binding arbitration. The arbitration is to occur at the office of the American Arbitration Association in Fort Lauderdale, Florida with costs being borne by the non-prevailing party. 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.

7. **<u>Release</u>.** You must sign a general release when you sign your franchise agreement or if you renew or transfer your franchise or sign a superseding agreement. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (*see* California Corporations Code §§ 31000 through 31516). California Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 2000 through 20043).

8. **Acknowledgements**. Section 23(b) (Acknowledgements in Certain States) is hereby deleted.

CA Corporations Code Section 31512.1 - Franchise Agreement Provisions Void as Contrary to Public Policy:

> Any provision of a franchise agreement, franchise disclosure document, acknowledgement, 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.

Intending to be bound, the parties sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" **OTF FRANCHISOR, LLC**	**"YOU"**
By:______________________________	______________________________
Name:____________________________	Name:__________________________
Title:____________________________	Date:__________________________
Date:____________________________	

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF HAWAII

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE 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 FDD, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FDD 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.

OTF Franchisor, LLC's Disclosure Document is currently registered (or exempt from franchise registration) in the states of: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The states in which OTF Franchisor, LLC's 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.

No state has refused, by order or otherwise, to register the Orangetheory franchise.

No state has revoked or suspended the right to offer Orangetheory franchises.

OTF Franchisor, LLC has not withdrawn the proposed registration of the Orangetheory Disclosure Document in any state.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 205, Honolulu, Hawaii 96813.

The following is added to the end of Item 5:

> Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, all initial fees owed by you to us will be deferred until we have completed our obligations to

you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

Item 17 shall be supplemented by the addition of the following language at the end of the Item:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Exhibit H (Franchisee Questionnaires) to the Franchise Disclosure Document is hereby deleted in its entirety.

RIDER TO
OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN HAWAII

This Rider is entered into this _____________, 20___ (the "**Effective Date**"), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**" or "**our**"), and ____, a _______________ whose principal business address is ____ _______________________ (referred to in this Rider as "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

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

2. **Initial Fees**. The following is added to the end of Section 5 ("Fees") of the Franchise Agreement:

> Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, all initial fees owed by you to us will be deferred until we have completed our obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

3. **Acknowledgements.** Section 23(b) (Acknowledgements in Certain States) of the Franchise Agreement is hereby deleted.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" **OTF FRANCHISOR, LLC**	**"YOU"**
By:______________________________	______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Date:_____________________________
Date:_____________________________	

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF ILLINOIS

1. The following is added to the end of Item 5:

All initial fees owed by you to us will be deferred until we have met our initial obligations owed to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

2. Illinois law governs the Franchise Agreement.

3. 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.

4. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation of 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.

6. In Illinois, fitness centers and facilities are subject to the Physical Fitness Services Act, 815 ILCS 645 (West 2016).

RIDER TO
OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

This Rider is entered into this _____________, 20___ (the "**Effective Date**"), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**" or "**our**"), and ____, a _______________ whose principal business address is ____ ________________________ (referred to in this Rider as "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

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

2. **Initial Fees**. The following is added to the end of Section 5 ("Fees") of the Franchise Agreement:

> Based on our financial condition, the Illinois Attorney General's Office has imposed a deferral requirement. Therefore, all initial fees owed by you to us shall be deferred until we have met our initial obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

3. **Compliance with System Standards and Applicable Laws**. The following is added to Section 6(a)(i) of the Agreement:

> You acknowledge that in Illinois, fitness centers and facilities are subject to the Physical Fitness Services Act, 815 ILCS 645 (West 2016).

4. **Termination**. The following is added to Section 16 of the Agreement:

> The conditions under which this franchise can be terminated and the parties' rights on termination may be affected by Illinois Law, 815 ILCS 705/19 (West 2016) (the "**Illinois Franchise Disclosure Act**").
>
> Your Rights upon Non-Renewal of the Franchise Agreement are set forth in Section 20 of the Illinois Franchise Disclosure Act, 815 ILCS 705/20 (West 2016).

5. **Governing Law and Jurisdiction**. Section 21 of the Agreement is amended by adding the following:

> 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.

6. **Mutual Waiver Of Jury Trial And Punitive Damages.** The following language is added to the end of Sections 21(g) and 21(h) of the Franchise Agreement:

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.

7. **Limitations Of Claims.** Section 21(i) of the Franchise Agreement is amended by adding the following:

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.

Intending to be bound, the parties sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" OTF FRANCHISOR, LLC	"YOU"
By:____________________	____________________
Name:____________________	Name:____________________
Title:____________________	Date:____________________
Date:____________________	

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF INDIANA

The following statements are added to Item 17:

The Indiana Deceptive Franchise Practices Law (Indiana Code 23-2-2.7 et seq.) in general governs the relationship between the franchisor and the franchisee by forbidding certain provisions in the franchise agreement and related documents and by preventing the franchisor from engaging in certain acts and practices which could be considered coercive or oppressive to the franchisee. If any of the provisions of the Franchise Agreement conflict with this law, this law will control.

Any provisions requiring you to sign a general release of claims against us, including upon execution of a successor Franchise Agreement, refund of initial fees, or transfer, does not release any claim you may have under the Indiana Deceptive Franchise Practices Law.

The Franchise Agreement provide that suit must be brought in Florida. These provisions may not be enforceable under Indiana law.

Indiana franchise laws will govern the Franchise Agreement and any and all other related documents.

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF MARYLAND

1. The following is added to the end of Item 5:

   Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until we complete our pre-opening obligations under the Franchise Agreement.

2. The following is added to the end of Item 5 and at the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

   Any General Release required as a condition of renewal, sale and/or transfer does not apply to any liability under the Maryland Registration and Disclosure Law.

3. Item 17 is amended by adding the following language after the table:

   (a) You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

   (b) The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)

   (c) The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. The following is added to the Disclosure Document:

   No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

   Do not sign the Franchise Questionnaires that are attached as Exhibit H to the Franchise Disclosure Document.

RIDER TO
OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT
<u>FOR USE IN MARYLAND</u>

This Rider is entered into this _______________, 20___ (the "**Effective Date**"), between **OTF FRANCHISOR, LLC,** a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**" or "**our**"), and ____, a _______________ whose principal business address is ____ _______________________ (referred to in this Rider as "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

1. **<u>Precedence and Defined Terms</u>**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **<u>Fee Deferral</u>**. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Agreement.

3. **<u>No Release, Estoppel or Waiver of State Law</u>**. Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law ("**Maryland Law**").

4. **<u>Jurisdiction</u>**. Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

5. **<u>Limitation on Claims</u>**. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

6. **<u>General Release</u>**. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. **<u>Arbitration Requirement</u>**. The Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

8. **<u>Acknowledgements</u>**. Section 23(b) (Acknowledgements in Certain States) is hereby deleted.

Intending to be bound, the parties sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US”
OTF FRANCHISOR, LLC

By:________________________________
Name:______________________________
Title:_______________________________
Date:_______________________________

“YOU”

____
Name:______________________________
Date:_______________________________

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF MINNESOTA

1. The following is added to the end of Item 5 and Item 7:

   Based upon our financial condition, the Minnesota Commissioner of Commerce has required a financial assurance. Therefore, all initial fees owed by you to us shall be deferred until your Studio opens for business under the Franchise Agreement.

2. Item 13 is amended to add the following:

   Provided you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your rights to use the Marks and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

3. Item 17, summary column for (f) is amended to add the following:

   With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that (i) you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and (ii) our consent to the transfer of the franchise will not be unreasonably withheld."

4. Item 17, summary column for (m) is amended to add the following:

   Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

5. Item 17, summary columns for (v) and (w) are amended to add the following:

   Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statues, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

RIDER TO
OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

This Rider is entered into this _____________, 20___ (the "**Effective Date**"), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**" or "**our**"), and ____, a _______________ whose principal business address is ____ ________________________ (referred to in this Rider as "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

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

2. **Initial Fees**. The following is added to the end of Section 5 ("Fees") of the Franchise Agreement:

> Because of our financial condition, the Minnesota Commissioner of Commerce requires us to defer payment of initial fees owed by you to us until you have opened your Studio for business under the Agreement.

3. **Termination and Non-renewal**. Sections 2 and 16 of the Agreement is amended to add the following:

> With respect to franchises governed by the Minnesota Franchises Law, we will comply with Minn. Stat. Sec. 80c.14, subds. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

4. **Intellectual Property.** Section 12(e) of the Franchise Agreement is amended to add the following:

> Notwithstanding the foregoing, we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name Orangetheory.

5. **Limitation of Claims**. No action may be commenced for claims coming under Minnesota law more than 3 years after the cause of action accrues.

6. **Waiver of Jury Trial**. Section 21(g) is deleted in its entirety.

7. **Releases.** Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

8. **Jurisdiction**. The following is added to Section 21:

Minn. Stat. Sec. 80C.,21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" **OTF FRANCHISOR, LLC**	**"YOU"**
By:____________________________	____________________________
Name:__________________________	Name:__________________________
Title:__________________________	Date:__________________________
Date:__________________________	

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. **The following is added to the end of Item 4:**

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

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

The Initial Franchise Fee constitutes part of our general operating funds and will be used as such in our discretion.

5. **The following is added to the end of the "Summary" sections of Item 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.

6. **The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

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

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

8. **The following is added to the end of the "Summary" 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.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. 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 earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF NORTH DAKOTA

1. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

> "Give us at least 90 days' notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, and sign a release (except for matters coming under the North Dakota Franchise Investment Law (the "**ND Law**")."

2. The Summary column of Item 17 paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

> "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

3. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

> "except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location."

4. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

> "Except for matters coming under the ND Law, litigation must be in Palm Beach County, Florida."

5. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

> "Except for matters coming under the ND Law, the law of Florida (subject to state law)."

6. The Franchisee is not required to waive jury trial for any matters coming under ND Law.

7. The following is added to the end of Item 5 of this Disclosure Document:

> Based upon our financial condition, the North Dakota Securities Commissioner has required a financial assurance. Therefore, all initial fees owed by you to us will be deferred until we have fulfilled our initial obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

RIDER TO
OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

This Rider is entered into this _____________, 20___ (the "**Effective Date**"), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**" or "**our**"), and ____, a _______________ whose principal business address is ____ ________________________ (referred to in this Rider as "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

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

2. **Initial Fees**. The following is added to the end of Section 5 ("Fees") of the Agreement:

> Based on our financial condition, the North Dakota Securities Commissioner has imposed a deferral requirement. Therefore, all initial fees owed by you to us shall be deferred until we have fulfilled our initial obligations to you under the Franchise Agreement and your Studio opens for business under the Franchise Agreement.

3. **Grant of Successor Franchise**. You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the "**ND Law**").

4. **Post-Term Competitive Restrictions**. Covenants not to compete are generally unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

5. **Jurisdiction**. All matters coming under the ND Law may be brought in the courts of North Dakota.

6. **Waiver of Punitive Damages and Jury Trial**. To the extent required by the ND Law, Sections 21(g) and 21(h) of the Franchise Agreement are deleted in their entirety.

7. **Limitation of Claims**. The statute of limitations under the ND Law applies to all matters coming under ND Law.

8. **Governing Law**. This Agreement will be governed by North Dakota law.

9. **Liquidated Damages**. To the extent required by the ND Law, you will not be required to consent to liquidated damages.

10. **Agreement to Arbitrate**. All matters coming under the ND Law will be submitted to arbitration at a mutually agreeable location.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" **OTF FRANCHISOR, LLC**	**YOU**
By:__________________________________	__________________________________
Name:______________________________	Name:______________________________
Title:_______________________________	Date:_______________________________
Date:_______________________________	

ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
STATE OF RHODE ISLAND

The following sentence is added to Item 17 (v) and (w):

> A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

**ADDENDUM TO THE
OTF FRANCHISOR, LLC
FRANCHISE DISCLOSURE DOCUMENT
COMMONWEALTH OF VIRGINIA**

1. The following is added to the end of Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement.

2. The following language is added to the end of the "Summary" section of Item 17.h., entitled "Cause" defined – non-curable defaults:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

RIDER TO
OTF FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

This Rider is entered into this _____________, 20___ (the "**Effective Date**"), between **OTF FRANCHISOR, LLC**, a Delaware limited liability company, with its principal business address at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("**we**," "**us**" or "**our**"), and ____, a _______________ whose principal business address is ____ ________________________ (referred to in this Rider as "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "**Agreement**").

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

2. **Initial Fees**. The following is added to the end of Section 5 ("Fees") of the Franchise Agreement:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement.

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" **OTF FRANCHISOR, LLC**	**YOU**
By:_______________________________	_______________________________
Name:_____________________________	Name:_____________________________
Title:______________________________	Date:______________________________
Date:______________________________	

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. **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.

2. **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.

3. **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.

4. **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).

5. **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.

6. **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.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **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.

9. **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).

10. **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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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).

18. **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.

19. Because of our financial condition, the Washington Department of Financial Institutions Securities Division requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement, and you have opened your Studio for business.

20. In January 2020, to resolve objections raised by the Washington Attorney General and without admitting any liability, we and UFG voluntarily entered into an Assurance of Discontinuance ("**AOD**") with the State of Washington (No. 19-2-34056-8SEA), where we agreed to remove from future franchise agreements a provision which restricts a franchisee from soliciting and/or hiring our or our affiliates' employees or the employees of our other franchisees, which the Attorney General alleged violated Washington state and federal antitrust and unfair practices laws. Similar provisions have historically been found in franchise agreements across all industries. While we never enforced this provision against any franchisee, we agreed, as part of the AOD, not to enforce this provision in any existing franchise agreement and to notify our franchisees accordingly. The State of Washington did not assess any fines or other monetary penalties against us or our affiliates. We do not include such restrictive provisions in our agreements and are bound by the AOD to not enforce these clauses in any existing franchise agreements.

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. **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.

2. **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.

3. **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.

4. **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).

5. **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.

6. **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.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **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.

9. **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).

10. **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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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).

18. **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.

19. **Initial Fees**. The following is added to the end of Section 5 (Fees) of the Franchise Agreement:

The Washington Department of Financial Institutions Securities Division requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement, and you have opened your Studio for business.

20**. Product Purchases**. Section 6(f)(2) of the Franchise Agreement is amended by adding:

This provision does not modify our and our Affiliates' duty to sell products and services to franchisees for fair and reasonable prices under RCW 19.100.180(2)(d).

21. **Payment of Amounts Owed to Us.** Section 17(a) of the Franchise Agreement is deleted in entirety and replaced with the following:

You will immediately pay us all amounts remaining due under this Agreement (or within five days after the amount is known if the amount is not known on the effective date of expiration or termination). In the case of a termination by either party, this will be deemed to include all amounts that you would have paid us during the lesser of either (i) what would have been the remainder of the Term had it not been terminated; or (ii) 24 months after the date of termination, whichever is less, including Royalties and Brand Fund Contributions (with the Gross Sales used to calculate the Royalties and Brand Fund Contributions being determined using the average of your weekly Gross Sales during the 6-month period prior to the date of termination). You agree that such amounts (i) are true liquidated damages; (ii) are intended to compensate us for the harm we will suffer only from and as a result of the loss of our revenue stream provided by the Royalties and Brand Fund Contributions and not for any other damages; (iii) are not a penalty; (iv) are a reasonable estimate of our probable loss of Royalties and Brand Fund Contributions resulting from your defaults, viewed as of the termination date; and (v) will be in addition to all other rights we have to obtain legal or equitable relief. You also agree that, in the case of a termination by either party, we also will suffer damages other than lost future Royalties and Brand Fund Contributions (including loss of goodwill relating to the Marks and lost business opportunities). You also will pay to us all damages, costs, and expenses, including reasonable attorneys' fees, that we incur after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section 17

The portion of liquidated damages attributable to Brand Fund Contributions will be distributed by us to the Brand Fund.

22. **<u>Willful Misconduct of Gross Negligence</u>.** Section 18(a)(iv) is deleted in entirety and replaced with the following:

You have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

23. **<u>No Liability</u>.** Section 22(b) does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

24. **<u>Exercise of Our Business Judgment</u>.** Section 22(i) does not modify our duty to deal with franchisees in good faith under RCW 19.100.180(1).

25. **<u>No Warranties</u>**. Section 23(d) of the Franchise Agreement is amended by deleting "or relied upon" from the first sentence of Section 23(d) and "or relied on" from Section 23(d)(iv).

Intending to be bound, you and we sign and deliver this Rider in two counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" **OTF FRANCHISOR, LLC**	**"YOU"**
By:____________________	____________________
Name:____________________	Name:____________________
Title:____________________	Date:____________________
Date:____________________	

EXHIBIT F TO THE DISCLOSURE DOCUMENT

INFORMATION ABOUT OUR AREA REPRESENTATIVES

INFORMATION ABOUT OUR AREA REPRESENTATIVES
AS OF DECEMBER 31, 2024

ITEM 2
BUSINESS EXPERIENCE

The business experience of our Area Representatives is included below in the list of current Area Representatives.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item for Area Representatives.

ITEM 4
BANKRUPTCY

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

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

The experience of our Area Representatives who may provide training on our behalf is included below in the list of current Area Representatives.

AREA REPRESENTATIVE DISCLOSURES

The following is a list of Area Representatives as of December 31, 2024, along with relevant Item 2, 3 (if applicable), and 4 (if applicable) disclosures:

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
ALABAMA						
NICHEFITNESS4, LLC	Alabama (State) and Mississippi (Rankin, Madison, Hinds and Biloxi/Gulfport counties)	2100 3rd Avenue North., Ste. 400	Birmingham	Alabama	35203	(205) 937-0828
Item 2 Disclosures:	**Dennis E. Goldasich, Jr.** has been the Managing Partner of NICHEFITNESS4, LLC since September 2012. He is also a Member of various entities that operate Studios.					
	Lauren A. Goldasich has been a Member of NICHEFITNESS4, LLC since August 2014. She is also a Member of various entities that operate Studios.					
ARIZONA						
AUSTIN FITNESS GROUP, LLC **Agreement terminated after December 31, 2024 but prior to issuance date of this Disclosure Document.*	Arizona (State)	3900 Medical Parkway	Austin	TX	78756	(813) 817-8645
Item 2 Disclosures:	**Jeff Elmore** has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
CALIFORNIA						
BLACKROCK VENTURES, LLC	California (Counties of Placer, Sacramento, Yolo, El Dorado, San Joaquin, Stanislaus, Merced, Madera,	11661 San Vicente Blvd., Ste 910	Los Angeles	California	90049	(310) 429-6461

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	Fresno, San Benito, Monterey, Kings, Tulare and Kern)					
Item 2 Disclosures:	**Paul Gainer** has been the authorized representative of Blackrock Ventures, LLC, since May 2024. Since May 2024, he also has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of certain Area Representatives in (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio. From January 2020 to December 2024, he served as CEO of OrangeTwist, LLC, in Irvine, California.					
IEG FITNESS, LLC	California (Inland Empire)	2451 NE 201 Street	North Miami Beach	Florida	33180	(954) 298-3136
Item 2 Disclosures:	**Gary Hirsch** has been the Managing Member of IEG Fitness, LLC since August 2013. He is also a President, Member, or Managing Member of various entities that operate Studios.					
	Mirit Hirsch has been a Member of IEG Fitness, LLC since August 2013. She is also a Member of various entities that operate Studios.					
	Jennifer Strickman has been a Member of IEG Fitness, LLC since August 2013. She is also a Member of various entities that operate Studios.					
WCF AR, LLC	California (Los Angeles County (partial) and Ventura County)	11661 San Vicente Blvd., Ste 910	Los Angeles	California	90049	(310) 429-6461
Item 2 Disclosures:	**Paul Gainer** has been the authorized representative of WCF AR, LLC, since May 2024. Since May 2024, he also has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of certain Area Representatives in (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio. From January 2020 to December 2024, he served as CEO of OrangeTwist, LLC, in Irvine, California.					
OTF OC LLC	California (Orange County)	270 East Baker Street #300	Costa Mesa	California	92626	(949) 701-7702
Item 2 Disclosures:	**Marc Thomas** has been the President and Owner of OTF OC, LLC since its inception in July 2012. He has also been the Managing Member and Owner of OTF NB, LLC since its inception in July 2012.					
SD FIT1, LLC	California (San Diego County)	270 East Baker Street #300	Costa Mesa	California	92626	(949) 701-7702

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
Item 2 Disclosures:	**Marc Thomas** is the Authorized Representative for SD FIT1, LLC. He has also been the Managing Member and Owner of OTF NB, LLC since its inception in July 2012.					
SOUTH BAY AREA FITNESS LLC	California (South Bay Counties of San Jose, Santa Clara, Santa Cruz and Menlo Park in San Mateo County)	11661 San Vicente Blvd., Ste 910	Los Angeles	California	90049	(310) 429-6461
Item 2 Disclosures:	**Paul Gainer** has been the authorized representative of South Bay Area Fitness LLC, since May 2024. Since May 2024, he also has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of certain Area Representatives in (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio. From January 2020 to December 2024, he served as CEO of OrangeTwist, LLC, in Irvine, California.					
COLORADO			-	-	-	-
WSH CO REGION, LLC **Agreement terminated after December 31, 2024 but prior to issuance date of this Disclosure Document.*	Colorado (State) Wyoming (except Jackson Hole)	8765 East Orchard Rd., Ste. 704	Greenwood Village	Colorado	80111	(303) 523-9887
Item 2 Disclosures:	**Tim Johnson** has been the Managing Member of WSH CO Region, LLC since August 2018. Since April 2013, he has been a Member of various entities that operate Studios.					
CONNECTICUT						
FITNESS ADVOCATE CT, LLC	Connecticut (State)	207 W. 79th Street, Ste. 9A	New York	New York	10024	(908) 400-0831
Item 2 Disclosures:	**Adam Krell** has been a Manager of Fitness Advocate CT, LLC since its inception in October 2012. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
DELAWARE						
ALPHA FITNESS DELAWARE LLC	Delaware (State)	53 Knightsbridge Rd., Ste. 200	Piscataway	New Jersey	8854	(732) 524-8590

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
Item 2 Disclosures:	**Dipika Desai** has been a Member and Manager of Alpha Fitness Delaware LLC since its inception in September 2015. She is also a Member of various entities that operate Studios.					
	Romit Patel has been a Member and Manager of Alpha Fitness Delaware LLC since its inception in September 2015. He is also a Member of various entities that operate Studios. From September 2013 to January 2015, he was the Director of Sales for Real Soft Inc. in Dayton, New Jersey.					
	Shital Patel has been a Member and Manager of Alpha Fitness Delaware LLC since its inception in September 2015. He is also a Member of various entities that operate Studios.					
DISTRICT OF COLUMBIA						
RA LIFE DC, LLC	District of Columbia	221 W. Hallandale Beach Blvd., Ste. 221	Hallandale Beach	Florida	33009	(305) 466-2515
Item 2 Disclosures:	**Adam Krell** has been the Authorized Representative of RA Life DC, LLC since September 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
FLORIDA						
AFTERBURN TAMPA COACHING LLC	Florida (Counties of Pinellas, Hernando, Pasco, Hillsborough, Polk, Manatee, Sarasota, Lee and Collier)	14701 S. Mary's Lane Ste. 600	Houston	Texas	77079	(281) 409-7126
Item 2 Disclosures:	**Nasario Mejia** has been the authorized representative of Afterburn Tampa Coaching LLC, since September 2024. Since September 2024, he also has served as the Chief Executive Officer of Afterburn Holdings LLC in Houston, Texas, which is the parent company of certain Area Representatives in: (i) Florida, (ii) Texas, and (iii) Washington. From November 2022 to September 2024, her served as Executive Vice President, Operations, for Xponential Fitness, in Irvine, California. From January 2019 to September 2022, he served as COO of Fitness Anywhere LLC, in San Francisco, California.					
IDAHO						
L5 FITNESS ID HOLDINGS, LLC	Idaho (State) Montana (State)	112 Krog Street NE, Ste. D135 Attn:Chris Kenny	Atlanta	Georgia	30307	303-941-3504

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
Item 2 Disclosures:	**Eric Goetsch** has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
ILLINOIS						
L5 FITNESS IL HOLDINGS, LLC	Illinois (State)	112 Krog Street, Unit 17	Atlanta	Georgia	30307	
Item 2 Disclosures:	**Eric Goetsch** has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
INDIANA						
OT INDIANA AR, LLC	Indiana (State except Clark and Floyd Counties)	400 Meadowmont Village Circle Ste. 421	Chapel Hill	North Carolina	27517	(202) 210-0492
Item 2 Disclosures:	**Matt Slaine** has been the Chief Executive Officer of OT Indiana AR, LLC since April 2022. He has also been the Chief Executive Officer of OT Growth Partners, LLC, KMJE Ventures, LLC (the Area Representative for portions of NC), OT Iowa AR, LLC (the Area Representative for Iowa), and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since April 2022. From May 2019 to January 2022, he was the Chief Executive Officer of Quality Restaurant Group, LLC in Greensboro, North Carolina. He serves in his various capacities in Chapel Hill, NC.					
See KENTUCKY	Indiana (Clark and Floyd Counties)					
IOWA						
OT IOWA AR, LLC	Iowa (State)	400 Meadowmont Village Circle #421	Chapel Hill	North Carolina	27517	(202) 210-0492
Item 2 Disclosures:	**Matt Slaine** has been the Chief Executive Officer of OT Iowa AR, LLC since April 2022. He has also been the Chief Executive Officer of OT Growth Partners, LLC, KMJE Ventures, LLC (the Area Representative for portions of NC), OT Indiana AR, LLC (the Area Representative for portions of Indiana), and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since April 2022. From May 2019 to January 2022, he was the Chief Executive Officer of Quality Restaurant Group, LLC in Greensboro, North Carolina. He serves in his various capacities in Chapel Hill, NC.					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
KANSAS						
RENNER FITNESS, LLC	Kansas (Kansas City) and Missouri (Kansas City)	3900 Medical Parkway	Austin	Texas	78756	(813) 817-8645
Item 2 Disclosures:	**Jeff Elmore** is the Authorized Representative of Renner Fitness LLC. He has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
KENTUCKY						
DAVIS FITNESS DEVELOPMENT INC.	Kentucky (State) and Indiana (Clark and Floyd Counties)	1845 Shady Lane	Louisville	Kentucky	40205	(502) 817-4975
Item 2 Disclosures:	**Billy Davis** has been the Owner, President, Secretary and Treasurer of Davis Fitness Development Inc. since January 2014. He is also the Owner, President, Secretary and Treasurer of Davis Fitness Studio I Inc., an operator of a Studio.					
LOUISIANA						
HAWTHORNE NOLA, LLC	Louisiana (State)	333 Sunset Drive #508	Fort Lauderdale	Florida	33301	(954) 607-7552
Item 2 Disclosures:	**Elle Mahoney** has been the Managing Member of Hawthorne Nola, LLC since its inception in April 2014. She is also a Member of various entities that operate Studios.					
	Andrew Mahoney has been a Member of Hawthorne Nola, LLC since its inception in April 2014. He is also a Member of various entities that operate Studios.					
MAINE						
CESTRUM, LLC	Maine (State) New Hampshire (State) Vermont (State)	207 W. 79th Street, Suite 9A	New York	New York	10024	(908) 400-0831
Item 2 Disclosures:	**Adam Krell** has been the Manager of Cestrum LLC since July 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
MARYLAND						
MARYLAND FITNESS PARTNERS, LLC **Agreement terminated after December 31, 2024 but prior to issuance date of this Disclosure Document.*	Maryland (State)	7484 Merrymaker Way	Elkridge	Maryland	21075	(301) 606-7925
Item 2 Disclosures:	**Douglas Birer** has been a Member of Maryland Fitness Partners, LLC since its inception in July 2010. Since June 2013, he has also been the Secretary/Treasurer of CLT Fitness Area Partners, Inc., an Area Representative for North Carolina and parts of South Carolina. He is also an owner and executive of various entities that operate Studios.					
	Craig Kuperman has been a Member of Maryland Fitness Partners, LLC since its inception in July 2010. He is also a Member of various entities that operate Studios.					
MICHIGAN						
L5 FITNESS HOLDINGS, LLC	Michigan (State)	112 Krog Street Unit 17	Atlanta	Georgia	30307	303-941-3504
Item 2 Disclosures:	**Eric Goetsch** has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v)New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
MINNESOTA						
FITNESS THAT WORKS, LLC	Minnesota (State)	2700 Annapolis Circle N., Suite A	Plymouth	Minnesota	55441	(651) 442-1060
Item 2 Disclosures:	**Justin Kelly** has been the Chief Executive Officer and Owner of Fitness That Works, LLC since its inception in June 2011. Since June 2011, he has also been the President & CEO of Orange Fitness LLC (dba Orangetheory Fitness) in Plymouth, Minnesota.					
MISSOURI						
L5 FITNESS IL HOLDINGS, LLC	Missouri (State)	112 Krog Street, Unit 17	Atlanta	Georgia	30307	-303-941-3504
Item 2 Disclosures:	**Eric Goetsch** has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
See KANSAS	Missouri (Kansas City)					
MONTANA						
See IDAHO						
NEBRASKA						
NEBRASKA AREA REP, LLC	Nebraska (State)	8906 Farnam Ct.	Omaha	Nebraska	68114	(239) 821-3191
Item 2 Disclosures:	**Anne Kennedy** has been a Member and Manager of Nebraska Area Rep, LLC since its inception in November 2014. She is also a Member and Manager of various entities that operate Studios.					
	Kim Lorenz has been a Member and Manager of Nebraska Area Rep, LLC since its inception in November 2014. She is also a Member and Manager of various entities that operate Studios. From February 2007 to June 2014, she was the Director of Sales at Be Present in Denver, Colorado.					
NEW HAMPSHIRE						
See MAINE	New Hampshire (State)					
NEW JERSEY						
FITNESS ADVOCATE NJ, LLC	New Jersey (Northern NJ – Monmouth, Middlesex, Somerset, Hunterdon, Union, Morris, Warren, Essex, Hudson, Bergen, Passaic and Sussex counties)	207 W. 79th Street, Ste. 9A	New York	New York	10024	(908) 400-0831
Item 2 Disclosures:	**Adam Krell** has been the Manager of Fitness Advocate NJ, LLC since its inception in July 2012. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
NEW MEXICO						
L5 FITNESS NM HOLDINGS, LLC	New Mexico (State) Texas (El Paso)	112 Krog Street Unit 17	Atlanta	Georgia	30307	303-941--3504

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
Item 2 Disclosures:	**Eric Goetsch** has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
NEW YORK						
92 FITNESS CREW A/R BROOKLYN/QUEENS, LLC	New York (Boroughs of Brooklyn and Queens)	200 East 39th Street 19D	New York	New Yok	10016	(404) 849-2455
Item 2 Disclosures:	**Lars Scofield** has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception in January 2014. He is also a Member of various entities that operate Studios. From January 2013 to March 2015, he was Vice President- Global Sales and Business Development for MasterCard Advisors in New York, New York.					
	Charles Medrano has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception in January 2014. He is also a Member of various entities that operate Studios. Since 2004, he has been the Chief Executive Officer of Oak Construction Company in Miami, Florida.					
	Melissa Medrano has been a Member of 92 Fitness Crew A/R Brooklyn/Queens, LLC since its inception in January 2014. She is also a Member of various entities that operate Studios. Since 2009, she has been an attorney in Fort Lauderdale, Florida.					
RGL FITNESS LLC	New York (Nassau and Suffolk Counties)	35 Pinelawn Road, Ste.104 East	Melville	New York	11747	(631) 414-7711
Item 2 Disclosures:	**Emanuel Galanis** has been a Member of RGL Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios. Since November 2014, he has been CFO of RGL Group LLC in Melville, NY.					
	Nikolaos Galanis has been a Member of RGL Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios. Since November 2014, he has been President of RGL Group LLC in Melville, NY.					
	Stamatios Regoukos has been a Member of RGL Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios.					
EMPIRE NY AR TWO LLC	New York (Putnam, Rockland, and Staten Island Counties)	207 W. 79th Street, Ste. 9A	New York	New York	10024	(908) 400-0831
Item 2 Disclosures:	**Adam Krell** has been the Manager of Empire NY AR Two LLC since its inception in August 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
EMPIRE NY AR LLC			New York	New York	10024	(908) 400-0831

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	New York (Westchester)	207 W. 79th Street, Ste. 9A				
Item 2 Disclosures:	**Adam Krell** has been the Manager of Empire NY AR LLC since its inception in August 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
FITNESS ADVOCATE LLC	New York (West Manhattan)	207 W. 79th Street, Ste. 9A	New York	New York	10024	(908) 400-0831
Item 2 Disclosures:	**Adam Krell** has been the Manager of Fitness Advocate LLC since its inception in April 2012. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
NORTH CAROLINA						
CLT FITNESS AREA PARTNERS, INC.	North Carolina – Charlotte DMA including parts of South Carolina: North Carolina Counties of Ashe, Watauga, Avery, Caldwell, Burke, Cleveland, Alexander, Catawba, Lincoln, Gaston, Iredell, Mecklenburg, Rowan, Cabarrus, Stanly, Union, Anson and Richmond. South Carolina Counties of: York, Chester, Lancaster & Chesterfield	207 W. 79th Street, Ste. 9A	New York	New York	10024	(908) 400-0831

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
Item 2 Disclosures:	**Adam Krell** has been the Manager of CLT Fitness Area Partners, Inc. since August 2021 and has been the Manager of Fitness Advocate LLC since August 20, 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
KMJE VENTURES, LLC **Agreement terminated after December 31, 2024 but prior to issuance date of this Disclosure Document.*	North Carolina (Raleigh/Chapel Hill) (Forsyth, Guilford, Alamance, Orange, Durham, Wake, Randolph, Chatham, Moore and New Hanover counties)	400 Meadowmont Village Circle, Ste. 421	Chapel Hill	North Carolina	27517	(202) 210-0492
Item 2 Disclosures:	**Matt Slaine** has been the Chief Executive Officer of KMJE Ventures, LLC since April 2022. He has also been the Chief Executive Officer of OT Growth Partners, LLC, OT Indiana AR, LLC (the Area Representative for portions of Indiana), OT Iowa AR, LLC (the Area Representative for Iowa), and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since April 2022. From May 2019 to January 2022, he was the Chief Executive Officer of Quality Restaurant Group, LLC in Greensboro, North Carolina. He serves in his various capacities in Chapel Hill, NC.					
NORTH DAKOTA						
FITNESS THAT WORKS DAKOTAS, LLC	North Dakota (State) and South Dakota (State)	1138 Lakeshore Drive	Jupiter	Florida	33458	651-270-5101
Item 2 Disclosures:	**Justin Kelly** has been the Chief Executive Officer and Owner of Fitness that Works Dakotas since August 2022 and has been the Chief Executive Officer and Owner of Fitness That Works, LLC since its inception in June 2011. Since June 2011, he has also been the President & CEO of Orange Fitness LLC (dba Orangetheory Fitness) in Plymouth, Minnesota.					
OHIO						
KSA WORLDWIDE, LLC	Ohio (Cleveland)	9202 Sharp Road	Olmstead Township	Ohio	44138	(408) 504-3150
Item 2 Disclosures:	**Stephanie L. Altenburger** has been Chief Executive Officer of KSA Worldwide, LLC since January 2023. She has served as the Co-Founder and Chief Executive Officer of Thrive Venture Group, LLC since December 2022 and as the Managing Partner of KSA Group LLC since March 2016. Since She serves in her present capacities in Cleveland, Ohio.					
BCF LLC	Ohio (Cincinnati - Dayton)	11661 San Vicente Blvd., Ste 910	Los Angeles	California	90049	(310) 429-6461
Item 2 Disclosures:	**Paul Gainer** has been the authorized representative of BCF LLC, since May 2024. Since May 2024, he also has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of certain Area Representatives					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	in (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio. From January 2020 to December 2024, he served as CEO of OrangeTwist, LLC, in Irvine, California.					
YOUNG AREA, LLC	Ohio (Columbus - Toledo) and Ohio Counties of Hocking, Vinto, Jackson, Meigs, Gallia and Lawrence West Virginia Counties of Mason, Cabell, Putnam and Kanawha	5656 Heathrow Drive	Powell	Ohio	43065	(614) 307-6782
Item 2 Disclosures:	**Stephanie L. Altenburger** has been Chief Executive Officer of Young Area, LLC since January 2023. She has served as the Co-Founder and Chief Executive Officer of Thrive Venture Group, LLC since December 2022 and as the Managing Partner of KSA Group LLC since March 2016. Since She serves in her present capacities in Cleveland, Ohio.					
OKLAHOMA						
OKLAHOMA FITNESS PARTNERS LLC **Agreement terminated after December 31, 2024 but prior to issuance date of this Disclosure Document.*	Oklahoma (State)	3900 Medical Parkway	Austin	Texas	78756	(813) 817-8645
Item 2 Disclosures:	**Jeff Elmore** is the Authorized Representative for Oklahoma Fitness Partners, LLC. He has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
PENNSYLVANIA						
TANGERINE A/R VENTURES, LLC	Pennsylvania (Westmoreland, Allegheny, Butler, Beaver and	630 Chauvet Drive	Pittsburgh	Pennsylvania	15275	(412) 580-5713

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
	Washington counties)					
Item 2 Disclosures:	**James Rosenbloom** has been a Managing Member of Tangerine A/R Ventures, LLC since its inception in December 2013. He is also a Member of various entities that operate Studios. Since 1979, he has been the President of Club One Fitness in Pittsburgh, Pennsylvania.					
	Christopher Labishak has been the Managing Owner of Tangerine A/R Ventures, LLC since its inception in December 2013. He is also a Member of various entities that operate Studios. Since January 2003, he has been the Managing Owner of Club One Fitness in Pittsburgh, Pennsylvania.					
	Cayley Labishak has been a Regional Sales Manager for Tangerine A/R Ventures, LLC since January 2014.					
SOUTH CAROLINA						
See NORTH CAROLINA	South Carolina Counties of: York, Chester, Lancaster & Chesterfield					
SOUTH DAKOTA						
See NORTH DAKOTA	South Dakota (State)					
TEXAS						
AUSTIN FITNESS GROUP, LLC **Agreement terminated after December 31, 2024 but prior to issuance date of this Disclosure Document.*	Texas (Austin)	~~3900 Medical Parkway~~	~~Austin~~	~~Texas~~	~~78756~~	~~(813) 817-8645~~
Item 2 Disclosures:	**Jeff Elmore** has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
CENTRAL TEXAS FITNESS LLC	Texas (Central Texas)	943 Mallard Drive	Coppell	Texas	75019	(214) 223-3237
Item 2 Disclosures:	**Matthew Moyer** has been the Managing Member of Central Texas Fitness LLC since its inception in July 2015. He is also a Member of various entities that operate Studios. From April 2014 to July 2015, he was not employed.					
See NEW MEXICO	Texas (El Paso)					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
AFTERBURN COACHING LLC	Texas – Houston (and parts of surrounding counties)	14701 St. Mary's Rd., Ste 600	Houston	Texas	77079	(281) 409-7126
Item 2 Disclosures:	**Nasario Mejia** has been the authorized representative of Afterburn Coaching LLC, since September 2024. Since September 2024, he also has served as the Chief Executive Officer of Afterburn Holdings LLC in Houston, Texas, which is the parent company of certain Area Representatives in: (i) Florida, (ii) Texas, and (iii) Washington. From November 2022 to September 2024, her served as Executive Vice President, Operations, for Xponential Fitness, in Irvine, California. From January 2019 to September 2022, he served as COO of Fitness Anywhere LLC, in San Francisco, California.					
AUSTIN FITNESS GROUP, LLC **Agreement terminated after December 31, 2024 but prior to issuance date of this Disclosure Document.*	Texas (San Antonio)	3900 Medical Parkway	Austin	Texas	78756	(813) 817-8645
Item 2 Disclosures:	**Jeff Elmore** has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey. Since July 2023, he has served as the Managing Director of G2 Capital Advisors, LLC in Lafayette, Louisiana and Dallas, Texas. Since January 2007, he has been the owner of Elmore Consulting, LLC in Lafayette, Louisiana. From January 2018 to July 2019, he was Chief Restructuring Officer/Consultant for Quality Companies in Youngsville Louisiana.					
5A FITNESS, L.L.C	Texas (South Texas)	6551 Star Court	Laredo	Texas	78041	(956) 722-5251
Item 2 Disclosures:	**Alfonso Arguindegui** has been a Member of 5A Fitness, L.L.C. since its inception in August 2015. He is also a Member of 5A Fitness Laredo #1, L.L.C. Since January 2012, he has been the CEO of Arguindegui Oil Co. in Laredo, Texas.					
	Alejandra Arguindegui has been a Member of 5A Fitness, L.L.C. since its inception in August 2015. She is also a Member of 5A Fitness Laredo #1, L.L.C. She has no prior business experience.					
INTERVAL FITNESS OF WEST TEXAS, LLC	Texas (West Texas)	5214 98th Street Suite 300	Lubbock	Texas	79424	(806) 441-9094
Item 2 Disclosures:	**Ronald Bostick** has been a Member of Interval Fitness of West Texas, LLC since its inception in June 2015. Since April 2014, he has been the owner of I Am Second, LLC in Lubbock, Texas.					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
UTAH						
L5 FITNESS HOLDINGS, LLC	Utah (State)	112 Krog Street, Unit 17	Atlanta	Georgia	30307	(303) 941-3504
Item 2 Disclosures:	**Eric Goetsch** has served as President of L5 Fitness Holdings, LLC, in Southfield, Michigan, since December 2022, which is the parent company of certain Area Representatives in: (i) Illinois, (ii) Michigan, (iii) Missouri, (iv) Utah, (v) New Mexico, (vi) Texas, and (vii) Idaho. From October 2019 to September 2022, he served as Brand Vice President Operations for Massage Envy franchises owned by Atticus Franchise Group. From January 2013 to October 2019, Eric served as Vice President of Franchise Operations for Fitness Together Franchise, LLC and WellBiz Brands, Inc. in Englewood, Colorado.					
VERMONT						
See MAINE	Vermont (State)					
VIRGINIA						
RA LIFE VIRGINIA, LLC	Virginia (Northern Virginia inclusive of cities and counties as follows: Alexandria, Arlington, Falls Church, Fairfax, Loudoun, Manassas, Manassas Park, Prince William Spotsylvania, Stafford, Clark Fauquier and Warren and Fredericksburg)	207 W. 79th Street, Suite 9A	New York	New York	10024	(908) 400-0831
Item 2 Disclosures:	**Adam Krell** has been the Manager of RA Life Virginia, LLC since September 2021. Since April 2012, he has served as Chief Executive Officer of Empire Portfolio Group in New York, New York, which is the parent company for the Area Representatives for (i) Maine, New Hampshire, and Vermont, (ii) portions of New Jersey, (iii) portions of New York, (iv) Connecticut, (v) Northern Virginia, and (vi) Washington, DC.					
S.VA FITNESS LLC	Virginia (Southern Virginia - South of Fredericksburg)	487 Pinellas Bayway S., Unit 206	Tierra Verde	Florida	33715	(571) 206-2594
Item 2 Disclosures:	**Robert Blum** has been a Member of S. VA Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios. From May 2013 to January 2015, he was the President of Motion Realty Inc.					
	Robert Kyle Turner has been a Member of S. VA Fitness LLC since its inception in November 2014. He is also a Member of various entities that operate Studios. From October 2009 to January 2015, he was the COO of Motion Realty Inc.					

Area Representative	Territory	Street Address	City	State	Zip	Telephone No.
WASHINGTON						
BIG HORNS ENTERPRISES, LLC	Washington (State - except Clark County)	14701 St. Mary's Rd., Ste 600	Houston	Texas	77079	(281) 409-7126
Item 2 Disclosures:	**Nasario Mejia** has been the authorized representative of Big Horns Enterprises, LLC, since September 2024. Since September 2024, he also has served as the Chief Executive Officer of Afterburn Holdings LLC in Houston, Texas, which is the parent company of certain Area Representatives in: (i) Florida, (ii) Texas, and (iii) Washington. From November 2022 to September 2024, her served as Executive Vice President, Operations, for Xponential Fitness, in Irvine, California. From January 2019 to September 2022, he served as COO of Fitness Anywhere LLC, in San Francisco, California.					
WEST VIRGINIA						
See OHIO	West Virginia Counties of Mason, Cabell, Putnam and Kanawha					
WISCONSIN						
OT WISCONSIN AR, LLC	Wisconsin (State)	400 Meadow Village Circle, Ste. 421	Chapel Hill	North Carolina	27517	(202) 210-0492
Item 2 Disclosures:	**Matt Slaine** has been the Chief Executive Officer of OT Wisconsin AR, LLC since April 2022. He has also been the Chief Executive Officer of OT Growth Partners, LLC, KMJE Ventures, LLC (the Area Representative for portions of NC), OT Iowa AR, LLC (the Area Representative for Iowa), and OT Indiana AR, LLC (the Area Representative for portions of Indiana) since April 2022. From May 2019 to January 2022, he was the Chief Executive Officer of Quality Restaurant Group, LLC in Greensboro, North Carolina. He serves in his various capacities in Chapel Hill, NC.					
~~WYOMING~~	-	-	-	-	-	-
See COLORADO **Agreement terminated after December 31, 2024 but prior to issuance date of this Disclosure Document.*	Wyoming (except Jackson Hole)					

EXHIBIT G-1 TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT FRANCHISEES

LIST OF CURRENT FRANCHISEES

OPEN STUDIOS

The following is a list of Franchisees with open Studios as of December 31, 2024:

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
445	NICHEFITNESS2, LLC	1345 OPELIKA RD	AUBURN	Alabama	36830-3337	(334) 521-8081
1358	NICHEFITNESS10, LLC	2050 GADSDEN HWY	BIRMINGHAM	Alabama	35235-3260	(205) 387-3828
364	NICHEFITNESS6, LLC	210 INVERNESS CORS	BIRMINGHAM	Alabama	35242-3764	(205) 991-9700
563	NICHEFITNESS7, LLC	117 20TH ST S	BIRMINGHAM	Alabama	35233-2019	(205) 716-2111
877	GRIFFIT INC.	6900 US HIGHWAY 90	DAPHNE	Alabama	36526-9575	(251) 626-3767
942	COL 317, LLC	100 APPLE AVE	DOTHAN	Alabama	36303-6815	(334) 232-8993
446	ALABAMAFIT3, LLC	930 BOB WALLACE AVE SW	HUNTSVILLE	Alabama	35801-5644	(256) 534-4344
962	ALABAMAFIT7, LLC	8141 HIGHWAY 72 W	MADISON	Alabama	35758-9563	(256) 400-0070
616	GRIFFIT, INC.	3664B AIRPORT BLVD	MOBILE	Alabama	36608-1616	(251) 340-7525
365	NICHEFITNESS, LLC	1645 PERRY HILL RD	MONTGOMERY	Alabama	36106-2729	(334) 409-2007
1089	PROV 163 LLC	571 PINNACLE PL	PRATTVILLE	Alabama	36066-6544	(334) 380-5999
771	NICHEFITNESS9, LLC	1451 DR EDWARD HILLARD DR	TUSCALOOSA	Alabama	35401-7448	(205) 464-9776
564	NICHEFITNESS8, LLC	790 MONTGOMERY HWY	VESTAVIA HILLS	Alabama	35216-1873	(205) 823-5700
669	S&B ALASKA, LLC	345 W 104TH AVE	ANCHORAGE	Alaska	99515-2634	(907) 519-0077
115	AZOTF2, LLC	4850 S GILBERT RD	CHANDLER	Arizona	85249-3215	(480) 794-1055
10	EPOC ENERGY LLC	1900 W GERMANN RD	CHANDLER	Arizona	85286-6838	(480) 699-6115
7	MAXIMUM FITNESS, WESTLAKE LLC	900 N 54th Street Suite 2	CHANDLER	Arizona	85226	(480) 686-9054
908	FLAGSTAFF FITNESS PARTNERS, LLC	601 E PICCADILLY DR	FLAGSTAFF	Arizona	86001-5966	(928) 288-5300
292	EAST GILBERT FIT, LLC	1440 S HIGLEY RD	GILBERT	Arizona	85296-1599	(480) 685-4950
230	GILBERT FIT, LLC	1110 S GILBERT RD	GILBERT	Arizona	85296-3466	(480) 272-9400
72	ARROWHEAD OTF LLC	17530 N 75TH AVE	GLENDALE	Arizona	85308-6196	(623) 266-9671
213	FITNESS BY KAFORA AT GOODYEAR, LLC	783 S COTTON LN	GOODYEAR	Arizona	85338-4646	(623) 935-2222

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
1100	LITCHFIELD FITNESS PARTNERS, LLC	14175 W INDIAN SCHOOL RD	GOODYEAR	Arizona	85395-8409	(623) 977-0025
210	EAST MESA FIT, LLC	2836 N POWER RD	MESA	Arizona	85215-1678	(480) 634-6666
20	OTF 1, LLC	3426 E BASELINE RD	MESA	Arizona	85204-7293	(480) 350-7750
73	LAKE PLEASANT OTF LLC	25314 N LAKE PLEASANT PKWY	PEORIA	Arizona	85383-1367	(623) 566-1221
248	BORN READY LLC	742 E GLENDALE AVE	PHOENIX	Arizona	85020-5357	(602) 749-1111
25	CITRUS FITNESS, LLC	10810 N TATUM BLVD	PHOENIX	Arizona	85028-6056	(602) 493-2002
30	FIT READY LLC	3923 E CAMELBACK RD	PHOENIX	Arizona	85018-2609	(602) 955-1798
232	FITNESS BY KAFORA AT DOWNTOWN, LLC	50 W JEFFERSON ST	PHOENIX	Arizona	85003-2331	(602) 254-2929
89	FITNESS BY KAFORA AT MOON VALLEY, LLC	753 EAST BELL RD	PHOENIX	Arizona	85022-2685	(602) 843-8808
3	FITNESS BY KAFORA AT SCOTTSDALE, LLC	7000 E MAYO BLVD	PHOENIX	Arizona	85054-6152	(480) 473-5593
638	LIVEFIT3, LLC	1928 E HIGHLAND AVE	PHOENIX	Arizona	85016-4626	(602) 277-5400
1093	LUCKY 7TH LLC	3350 N 7TH AVE	PHOENIX	Arizona	85013-4184	(602) 698-1714
88	NORTH VALLEY OTF, LLC	2501 W HAPPY VALLEY RD	PHOENIX	Arizona	85085-3713	(602) 456-6900
239	SOUTH MOUNTAIN FITNESS PARTNERS, LLC	2485 E BASELINE RD	PHOENIX	Arizona	85042-7091	(602) 362-6835
878	QUEEN CREEK FIT, LLC	20715 E RITTENHOUSE RD	QUEEN CREEK	Arizona	85142-9871	(480) 646-3395
409	DESERT RIDGE OTF, LLC	23757 N SCOTTSDALE RD	SCOTTSDALE	Arizona	85255-3465	(480) 447-4997
80	OLD TOWN SCOTTSDALE FITNESS PARTNERS, LLC	7620 E INDIAN SCHOOL RD	SCOTTSDALE	Arizona	85251-3610	(480) 405-2683
51	ZEST FITNESS, LLC	9301 E SHEA BLVD	SCOTTSDALE	Arizona	85260-6735	(480) 551-1111
75	TANGELO FITNESS, LLC	7001 N SCOTTSDALE RD	SOUTH SCOTTSDALE	Arizona	85253-3658	(480) 405-2737
402	FITNESS BY KAFORA AT SURPRISE LLC	16846 W BELL RD	SURPRISE	Arizona	85374-3052	(623) 556-8944
1293	North Tempe Fitness Partners, LLC	116 E UNIVERSITY DR	TEMPE	Arizona	85281-7099	(480) 531-6830
79	TEMPE FITNESS PARTNERS, LLC	1855 E GUADALUPE RD	TEMPE	Arizona	85283-3273	(480) 300-5683
293	TUCSON FIT 1, LLC	7057 N ORACLE RD	TUCSON	Arizona	85704-4329	(520) 838-0066
294	TUCSON FIT 2, LLC	5575 E RIVER RD	TUCSON	Arizona	85750-6737	(520) 777-3221
855	TUCSON FIT 3, LLC	6307 E BROADWAY BLVD	TUCSON	Arizona	85710-3502	(520) 265-5222

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
856	TUCSON FIT 4, LLC	2501 E GRANT RD	TUCSON	Arizona	85716-2711	(520) 300-9585
1090	TUCSON FIT 5, LLC	9170 N SILVERBELL RD	TUCSON	Arizona	85743-8136	(520) 445-8999
1587	DESERT HEALTH ALLIANCE, LLC	1893 E. 16th St. Suite 2	YUMA	Arizona	85364	(928) 366-2226
1431	AR HIIT, LLC	1201 S WALTON BLVD	BENTONVILLE	Arkansas	72712-7880	(479) 319-3658
1146	AR HIIT, LLC	7357 ALCOA RD	BRYANT	Arkansas	72022-6204	(501) 626-8951
996	AR HIIT, LLC	100 E JOYCE BLVD	FAYETTEVILLE	Arkansas	72703-6079	(479) 595-8709
1429	AR HIIT, LLC	6808 ROGERS AVE	FORT SMITH	Arkansas	72903-4068	(479) 769-2052
1147	SBS INVESTMENTS LLC	2110 FAIR PARK BLVD	JONESBORO	Arkansas	72401-6330	(870) 277-0333
404	AR HIIT LLC	16900 CHENAL PKWY	LITTLE ROCK	Arkansas	72223-4008	(501) 817-3166
695	AR HIIT, LLC	6831 CANTRELL RD	LITTLE ROCK	Arkansas	72207-4134	(800) 203-2776
997	AR HIIT, LLC	4832 N HILLS BLVD	NORTH LITTLE ROCK	Arkansas	72116-7621	(501) 404-7505
826	AR HIIT, LLC	5100 W PAULINE WHITAKER PKWY	ROGERS	Arkansas	72758-8335	(888) 723-7090
377	SFFIT ALA, LLC	2610 5TH ST	ALAMEDA	California	94501-6554	(510) 927-4414
453	TKVI, LLC	170 ALAMO PLZ	ALAMO	California	94507-1507	(925) 378-5610
101	SFFIT SOL, LLC	1495 SOLANO AVE	ALBANY	California	94706-2147	(510) 560-4020
1017	OCFIT AH, LLC	8108 E SANTA ANA CANYON RD	ANAHEIM	California	92808-1144	(657) 208-4000
1003	SUN ON THE FACE LLC	12838 STOCKDALE HWY	BAKERSFIELD	California	93314-3708	(661) 546-6001
666	SFFIT BRK, LLC	2475 SHATTUCK AVE	BERKELEY	California	94704-2030	(510) 849-6404
251	OCFIT NC LLC	3461 E IMPERIAL HWY	BREA	California	92823-6388	(714) 510-5100
411	ROCK STAR FITNESS LLC	2565 SAND CREEK RD	BRENTWOOD	California	94513-7191	(925) 392-3923
307	WCF BURBANK LLC	139 N SAN FERNANDO BLVD	BURBANK	California	91502-1208	(818) 405-0009
413	LA BIRER GROUP, INC.	5741 KANAN RD	CALABASAS	California	91301-1601	(818) 991-1020
555	SOCALFIT, LLC	1656A ARNEILL RD	CAMARILLO	California	93010-3402	(805) 764-1515
123	CAMPBELL FITNESS, LLC	1725 S BASCOM AVE	CAMPBELL	California	95008-0623	(408) 684-8662
519	CAPITOLA FITNESS LLC	1501 41ST AVE	CAPITOLA	California	95010-2909	(831) 359-4227
117	SD FIT5 LLC	1820 MARRON RD	CARLSBAD	California	92008-1177	(760) 517-9090
1372	THE CAPITAL OF CALI FITNESS LLC	4005 MANZANITA AVE	CARMICHAEL	California	95608-1770	(916) 525-8333

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
1255	TFP CALIFORNIA PARTNERS VI, LLC	3642 VILLAGE DR	CASTRO VALLEY	California	94546-5605	(510) 244-1070
180	TRISTAR FITNESS II, LLC	9229 WINNETKA AVE	CHATSWORTH	California	91311-8168	(818) 956-0005
758	JSA FIT 1, LP	874 EAST AVE	CHICO	California	95926-1220	(530) 722-4000
363	LNC FITNESS, LLC	4525 CHINO HILLS PKWY	CHINO HILLS	California	91709-5856	(909) 906-1771
952	SD FIT8, LLC	2015 BIRCH RD	CHULA VISTA	California	91915-2014	(619) 642-2400
550	HIBI FITNESS MANAGEMENT II, LLC	2213 E BASELINE RD	CLAREMONT	California	91711-7904	(909) 929-1275
466	FRESH SQUEEZE FITNESS, LLC	1785 HERNDON AVE STE 103	CLOVIS	California	93611-6198	(559) 271-6900
983	SANTARA DALY CITY LLC	51 COLMA BLVD	COLMA	California	94014-3231	(650) 389-9988
412	ROCK STAR ENTERPRISES LLC	5100 CLAYTON RD	CONCORD	California	94521-3164	(925) 304-6556
469	INLAND FITNESS CORONA, INC.	2540 TUSCANY ST	CORONA	California	92881-4649	(951) 683-9662
500	OCFIT CDM, LLC	3021 PACIFIC COAST HWY	CORONA DEL MAR	California	92625-2234	(949) 491-8700
477	WCF CULVER CITY LLC	8770 WASHINGTON BLVD	CULVER CITY	California	90232-2390	(424) 666-2525
216	MKS PARTNERS TWO, LLC	19409 STEVENS CREEK BLVD	CUPERTINO	California	95014-7142	(408) 663-5175
1015	OCFIT CYP LLC	6911 KATELLA AVE	CYPRESS	California	90630-5109	(657) 777-4151
1119	TKV4 LLC	409 RAILROAD AVE	DANVILLE	California	94526-3821	(925) 553-4777
376	SFFIT DUB, LLC	5258 DUBLIN BLVD	DUBLIN	California	94568-7133	(925) 587-5182
1559	EV FITNESS RESULTS, LLC	12459 LIMONITE AVE.	EASTVALE	California	91752-2458	(909) 575-0111
279	LECLAIR FITNESS III, LLC	4356 TOWN CENTER BLVD	EL DORADO HILLS	California	95762-7122	(916) 758-2212
85	OTF MB, LLC	2041 ROSECRANS AVE	EL SEGUNDO	California	90245-4707	(310) 400-5662
357	STANSBEFIT, LLC	9610 BRUCEVILLE RD	ELK GROVE	California	95757-5935	(916) 226-2683
102	SFFIT EMV, LLC	5959 SHELLMOUND ST	EMERYVILLE	California	94608-1989	(510) 560-4565
91	OTF-SD1 LLC	215 S EL CAMINO REAL	ENCINITAS	California	92024-4144	(760) 297-4545
957	SAC IT TO ME BASSEL LLC	8921 MADISON AVE	FAIR OAKS	California	95628-4070	(916) 436-7003
278	LECLAIR FITNESS II, LLC	230 PALLADIO PKWY	FOLSOM	California	95630-8785	(916) 790-6810
677	MJD LLC	27482 PORTOLA PKWY	FOOTHILL RANCH	California	92610-2815	(949) 899-8181
562	KOMA VENTURES IV, LLC	983 E HILLSDALE BLVD	FOSTER CITY	California	94404-2112	(650) 293-0929
703	TFP CALIFORNIA FITNESS PARTNERS III, LLC.	46505 MISSION BLVD	FREMONT	California	94539-7993	(510) 735-0650
704	TFP CALIFORNIA FITNESS PARTNERS IV, LLC.	37140 FREMONT BLVD	FREMONT	California	94536-3820	(510) 736-5646

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
842	SUNNY SIDE FITNESS, LLC	7735 N BLACKSTONE AVE	FRESNO	California	93720-4314	(559) 326-9255
1128	AFTER BURN, LLC	1415 1ST ST	GILROY	California	95020	(408) 430-2226
183	FITNESS FANATICS LOS FELIZ LLC	101 N BRAND BLVD	GLENDALE	California	91203-4626	(818) 398-7155
551	HIBI FITNESS MANAGEMENT III, LLC	651 S GRAND AVE	GLENDORA	California	91740-4183	(626) 804-1655
549	CENTRAL COAST FITNESS SOLUTIONS LLC	5700 CALLE REAL	GOLETA	California	93117-2316	(805) 699-5551
392	FITROCK, LLC	230 BON AIR CTR	GREENBRAE	California	94904-2416	(415) 481-0876
702	TFP CALIFORNIA FITNESS PARTNERS II, LLC.	28541 HESPERIAN BLVD	HAYWARD	California	94545-5008	(510) 244-1355
99	OCFIT HBR LLC	10036 ADAMS AVE	HUNTINGTON BEACH	California	92646-4905	(714) 489-8800
953	OCFIT HBT LLC	7881 EDINGER AVE	HUNTINGTON BEACH	California	92647-7639	714-7880-2350
103	OCFIT IRV LLC	5675 ALTON PKWY	IRVINE	California	92618-4059	(949) 439-2633
1072	MEGA DESERT CONSULTANTS, LLC AND OR ITS LLC ASSIGNEE	639 FOOTHILL BLVD	LA CANADA	California	91011	(626) 773-8191
1106	SD FIT10, LLC	6985 EL CAMINO REAL	LA COSTA	California	92009-4148	(760) 331-2610
1016	OCFIT LH LLC	1216 S IDAHO ST	LA HABRA	California	90631-0609	(714) 739-4800
118	SD FIT4 LLC	8322 PARKWAY DR	LA MESA	California	91942-2893	(619) 916-5999
503	KOMA VENTURES III, LLC	3517 MT DIABLO BLVD	LAFAYETTE	California	94549-3813	(925) 299-9800
44	OCFIT LN, LLC	24034 ALISO CREEK RD	LAGUNA NIGUEL	California	92677-3910	(949) 667-9999
457	TKV2, LLC	1518 1ST ST	LIVERMORE	California	94550-4302	(925) 621-0987
252	OCFIT LB, LLC	6620 E PACIFIC COAST HWY	LONG BEACH	California	90803-4208	(562) 475-4788
501	OCFIT LBX LLC	3850 WORSHAM AVE	LONG BEACH	California	90808-1954	(562) 731-0077
522	CENTURY CITY FITNESS LLC	10250 SANTA MONICA BLVD	LOS ANGELES	California	90067-6494	(310) 405-0009
630	FITNESS FANATICS DOWNTOWN LA, LLC	515 S FIGUEROA ST	LOS ANGELES	California	90071-3301	(213) 279-2900
1063	REDONDO FITNESS, LLC	687 S HOBART BLVD	LOS ANGELES	California	90005-4223	(213) 943-3007
1123	SOUTHPARK FIT, LLC	1120 S GRAND AVE	LOS ANGELES	California	90015-4677	(213) 483-0800
120	WCF BRENTWOOD LLC	11661 SAN VICENTE BLVD	LOS ANGELES	California	90049-5150	(310) 694-5656
1480	WCF HOLLYWOOOD LLC	5524 HOLLYWOOD BLVD	LOS ANGELES	California	90028	(323) 515-1002
1411	WCF MAR VISTA LLC	11942 W WASHINGTON BLVD	LOS ANGELES	California	90066	(323) 426-4188

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
476	WCF MELROSE CROSSING, LLC	640 N LA BREA AVE	LOS ANGELES	California	90036-2014	(323) 450-2200
354	MKS PARTNERS THREE, LLC	16250 LOS GATOS BLVD	LOS GATOS	California	95032-4518	(408) 384-4220
479	WCF MARINA DEL REY LLC	4250 VIA MARINA	MARINA DEL REY	California	90292-7557	(424) 226-9400
699	B.P.S. PARTNERS LLC	750 REDWOOD HWY FRONTAGE RD	MILL VALLEY	California	94941-2483	(415) 433-1200
928	KAM FITNESS, LLC	1317 MCCANDLESS DR	MILPITAS	California	95035-8123	(408) 834-8143
157	SPH ENTERPRISES, LLC	26012 MARGUERITE PKWY	MISSION VIEJO	California	92692-3263	(949) 335-7600
1000	TYLER FITNESS, LLC	2001 MCHENRY AVE	MODESTO	California	95350-3245	(209) 222-3662
253	OCFIT DP LLC	24040 CAMINO DEL AVION	MONARCH BEACH	California	92629-4005	(949) 617-2717
432	LITTLE ROW FITNESS, LLC	50 E 3RD ST	MORGAN HILL	California	95037-3893	(408) 762-5858
475	WCF MOUNTAIN VIEW LLC	555 SAN ANTONIO RD	MOUNTAIN VIEW	California	94040-1371	(650) 810-2008
850	WINDSOR 3G, LLC	3270 CALIFORNIA BLVD	NAPA	California	94558-3380	(707) 345-1560
403	MLR FITNESS LLC	1714 NEWBURY RD	NEWBURY PARK	California	91320-3473	(805) 764-1010
43	OTF NB, LLC	1040 IRVINE AVE	NEWPORT BEACH	California	92660-4602	(949) 630-0555
714	B.P.S. PARTNERS II, LLC	975 DIABLO AVE	NOATO	California	94947-7322	(415) 761-1119
1447	WCF NORTH HOLLYWOOD LLC	5200 LANKERSHIM BLVD	NORTH HOLLYWOOD	California	91601-3155	(818) 432-3388
1339	SFFIT OMC LLC	2084 MOUNTAIN BLVD. S.	OAKLAND	California	94611	(510) 394-0559
1337	SFFIT OTD LLC	2335 VALDEZ ST	OAKLAND	California	94612	(510) 992-4117
287	OCFIT ORA LLC	1500 E VILLAGE WAY	ORANGE	California	92865-3621	(714) 978-4040
1288	ROCK STAR VENTURES, LLC	535 SAN PEDRO AVE	PACIFICA	California	94044-3971	(650) 239-6965
548	DESERT FITNESS GROUP, LLC	73-470 EL PASEO	PALM DESERT	California	92260-4282	(760) 624-8010
1271	COACHELLA VALLEY FITNESS GROUP, LLC	333 S PALM CANYON DR	PALM SPRINGS	California	92262-7301	(760) 764-8010
215	MKS PARTNERS ONE, LLC	2190 W BAYSHORE RD	PALO ALTO	California	94303-1835	(650) 328-1550
168	INLAND FITNESS CA, LLC	2091 E COLORADO BLVD	PASADENA	California	91107-3507	(626) 788-9755
388	DYER ENTERPRISES II, LLC	401 KENILWORTH DR	PETALUMA	California	94952-3402	(707) 345-1160
807	SANTARA PINOLE, LLC	1400 PINOLE VALLEY RD	PINOLE	California	94564-1338	(510) 777-0600
736	WCF PLAYA VISTA LLC	12746 W JEFFERSON BLVD	PLAYA VISTA	California	90094-2885	(213) 279-2006
65	SFFIT PHL, LLC	963 CONTRA COSTA BLVD	PLEASANT HILL	California	94523-1945	(925) 400-9389
200	SFFIT PTN, LLC	3020 BERNAL AVE	PLEASANTON	California	94566-6986	(925) 401-7399

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
92	SD FIT LLC	12207 POWAY RD	POWAY	California	92064-4217	(858) 999-3004
421	WAKEGA GROUP, LLC	12273 HIGHLAND AVE	RANCHO CUCAMONGA	California	91739-2575	(909) 922-2988
759	JSA FIT 1, LLC	1675 HILLTOP DR	REDDING	California	96002-0255	(530) 782-5000
984	HIBI FITNESS MANAGEMENT I LLC	450 W STUART AVE	REDLANDS	California	92374-3124	(909) 654-4087
735	REDONDO FITNESS, LLC	409 N PACIFIC COAST HWY	REDONDO BEACH	California	90277-2873	(424) 400-7433
975	ALL OUT FITNESS, LLC	322 WOODSIDE PLZ	REDWOOD CITY	California	94061-3259	(650) 817-7050
395	G&K FITNESS, LLC	236 REDWOOD SHORES PKWY	REDWOOD CITY	California	94065-1100	(650) 562-6577
792	JK VENTURES I, LLC	500 RALEYS TOWNE CTR	ROHNERT PARK	California	94928-2455	(707) 343-8004
465	BASSEL ROCK LLC	711 PLEASANT GROVE BLVD	ROSEVILLE	California	95678-6161	(916) 245-9005
150	CAL FIT STUDIO, LLC	2030 DOUGLAS BLVD	ROSEVILLE	California	95661-3857	(916) 771-4683
235	CAL FIT STUDIO 1, LLC	3270 ARENA BLVD	SACRAMENTO	California	95834-3001	(916) 283-4683
1001	CALI STYLE FITNESS LLC	2095 FAIR OAKS BLVD	SACRAMENTO	California	95825-8235	(916) 245-2203
1177	CALI STYLE FITNESS LLC	4710 FREEPORT BLVD	SACRAMENTO	California	95822	(916) 800-5532
280	LECLAIR FITNESS IV, LLC	2901 K ST	SACRAMENTO	California	95816-5123	(916) 836-8383
153	CALISEA LLC	802 AVENIDA PICO	SAN CLEMENTE	California	92673-5637	(949) 485-4885
93	OTF-SD LLC	3980 W POINT LOMA BLVD	SAN DIEGO	California	92110-5601	(858) 216-2020
526	SD FIT 6 LLC	16445 PASEO DEL SUR	SAN DIEGO	California	92127-4211	(858) 257-1777
94	SD FIT2 LLC	11155 E OCEAN AIR DR	SAN DIEGO	California	92130-6670	(858) 207-3131
116	SD FIT3 LLC	2665 5TH AVE	SAN DIEGO	California	92103-6646	(619) 363-4040
113	SDFIT MVY LLC	8905 TOWNE CENTRE DRIVE	SAN DIEGO	California	92122	(858) 248-8444
1460	SDFIT PCB LLC	1762 Garnet Ave	SAN DIEGO	California	92109-3350	(619) 573-9607
114	SDFIT UTC LLC	7510 HAZARD CENTER DR	SAN DIEGO	California	92108-4525	(858) 248-8444
454	SFFIT FD LLC	343 SANSOME ST	SAN FRANCISCO	California	94104-1341	(415) 569-2050
455	SFFIT MB LLC	215 KING ST	SAN FRANCISCO	California	94107-1754	(415) 569-2051
456	SFFIT MS LLC	1411 MARKET ST	SAN FRANCISCO	California	94103	(415) 741-0099
1152	SFFIT NOR LLC	1255 COLUMBUS AVE	SAN FRANCISCO	California	94133-1307	(415) 604-0211
1150	SFFIT PH LLC	1633 FILLMORE ST	SAN FRANCISCO	California	94115-3517	(415) 800-1852
429	MS. FITNESS LLC	551 W CAPITOL EXPY	SAN JOSE	California	95136-3914	(408) 680-2058
434	SAN PEDRO SQUARE FITNESS, LLC	1360 THE ALAMEDA	SAN JOSE	California	95126-5003	(408) 912-1992

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811	SILVER CREEK FITNESS INC.	5687 SILVER CREEK VALLEY RD	SAN JOSE	California	95138-2426	(408) 495-4180
111	WCF BLOSSOM HILL LLC	1080 BLOSSOM HILL RD	SAN JOSE	California	95123-1106	(408) 550-7004
122	WILLOW GLEN FITNESS LLC	1331 LINCOLN AVE	SAN JOSE	California	95125-3022	(408) 297-2425
701	TFP CALIFORNIA FITNESS PARTNERS I, LLC.	1252 FAIRMONT DR	SAN LEANDRO	California	94578-3508	(510) 736-5683
843	OCEAN VIEW FITNESS, LLC	3865 S HIGUERA ST	SAN LUIS OBISPO	California	93401	(559) 472-9191
1273	SD FIT11, LLC	314 S TWIN OAKS VALLEY RD	SAN MARCOS	California	92078-4390	(760) 600-5610
209	KOMA VENTURES I, LLC	101 S B ST	SAN MATEO	California	94401-3908	(650) 487-0404
891	TKV3, LLC	2415 SAN RAMON VALLEY BLVD	SAN RAMON	California	94583-1651	(925) 905-9977
1071	THE FITNESS SOULTION, LLC	651 PASEO NUEVO	SANTA BARBARA	California	93101-3391	(805) 329-4100
520	SANTA CLARA FITNESS LLC	3555 MONROE ST	SANTA CLARA	California	95051-7817	(408) 457-8989
521	WCF MISSION PARK LLC	2020 WYATT DR	SANTA CLARA	California	95054-1548	(408) 550-7002
362	CALIFORNIA FITNESS I, LLC	25914 MCBEAN PKWY	SANTA CLARITA	California	91355-2006	(661) 505-9860
86	OTF SM, LLC	1431 2ND ST	SANTA MONICA	California	90401-2341	(310) 730-1399
387	DYER ENTERPRISES I, LLC	733 CODDINGTOWN CTR	SANTA ROSA	California	95401-3510	(707) 331-1270
478	WCF SHERMAN OAKS LLC	14006 RIVERSIDE DR	SHERMAN OAKS	California	91423-1945	(818) 405-0001
887	CALIFORNIA FITNESSS 2, LLC	2975 COCHRAN ST	SIMI VALLEY	California	93065-2792	(805) 864-2626
527	SD FIT7 LLC	667 SAN RODOLFO DR	SOLANA BEACH	California	92075-2048	(858) 275-6200
1266	KOMA VENTURES VII, LLC	101 OYSTER POINT BLVD	SOUTH SAN FRANCISCO	California	94080-2034	(650) 826-2009
1226	FITTYLER, LLC	6575 PACIFIC AVE	STOCKTON	California	95207-3717	(209) 888-1342
431	ROW-LIT FITNESS, LLC	155 S FRANCES ST	SUNNYVALE	California	94086	(408) 508-6724
397	TIDEWATERS, LLC	32435 TEMECULA PKWY	TEMECULA	California	92592-5912	(951) 395-5415
184	FITNESS FANATICS REDONDO BEACH LLC	3730 PACIFIC COAST HWY	TORRANCE	California	90505-6085	(310) 948-3845
909	CALIFORNIA FITNESS 3, LLC	1855 W 11TH ST	TRACY	California	95376-3727	(209) 407-4084
100	OCFIT TUS LLC	2865 EL CAMINO REAL	TUSTIN	California	92782-8904	(949) 864-6264
917	TANNER FITNESS VACAVILLE LLC	2080 HARBISON DR	VACAVILLE	California	95687-3908	(707) 474-8844
889	SFFIT VAL LLC	173 PLAZA DR	VALLEJO	California	94591-3708	(707) 366-0999
1032	MAXX FITNESS LLC	4360 E MAIN ST	VENTURA	California	9300-8279	(805) 507-8080

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356	KOMA VENTURES II, LLC	1531 LOCUST ST	WALNUT CREEK	California	94596-4116	(925) 278-6313
179	TRISTAR FITNESS, LLC	3755 E THOUSAND OAKS BLVD	WESTLAKE VILLAGE	California	91362-3607	(805) 715-3800
414	LA BIRER GROUP, INC.	21841 VENTURA BLVD	WOODLAND HILLS	California	91364-1838	(818) 805-0900
561	FIT IN ANYWHERE, LLC	8031 WADSWORTH BLVD	ARVADA	Colorado	80003-1639	(303) 647-1515
1020	FIT IN WEST ARVADA LLC	14701 W 65TH WAY UNIT 9	ARVADA	Colorado	80004-3509	(719) 785-1234
517	OTF AURORA, LLC	4211 S BUCKLEY RD	AURORA	Colorado	80013-2947	(303) 645-4292
1050	TEAM MW LLC	24300 E SMOKY HILL RD	AURORA	Colorado	80016-1360	(303) 548-5080
174	WSH BOULDER 29th, LLC	1850 29TH ST	BOULDER	Colorado	80301-1063	(303) 530-9663
1312	WSH SOUTH BOULDER, LLC	649A S BROADWAY ST	BOULDER	Colorado	80305-5926	(720) 893-0809
71	OTF BROOMFIELD, INC.	1285 E 1ST AVE	BROOMFIELD	Colorado	80020-3765	(303) 469-4019
504	DR CASTLE ROCK, LLC	3990 LIMELIGHT AVE	CASTLE ROCK	Colorado	80109-8036	(303) 747-4003
42	OTF DENVER, LLC	6860 S UNIVERSITY BLVD	CENTENNIAL	Colorado	80122-1515	(303) 741-2247
164	CIRCLE ONE NINE, LLC	5990 STETSON HILLS BLVD	COLORADO SPRINGS	Colorado	80923-3567	(719) 632-3777
502	CIRCLING AGAIN, LLC	7469 N ACADEMY BLVD	COLORADO SPRINGS	Colorado	80920-3204	(719) 204-4442
1023	NORTHGATE FITNESS, LLC	13492 BASS PRO DR	COLORADO SPRINGS	Colorado	80921-3852	(719) 425-4253
1438	WSH BROADMOOR, LLC	104 E CHEYENNE RD STE 120	COLORADO SPRINGS	Colorado	80906-2517	(720) 386-5817
129	DR FITNESS LLC	1400 WEWATTA ST	DENVER	Colorado	80202-5551	(303) 573-3925
19	DR HOLDINGS, LLC	3300 W 32ND AVE	DENVER	Colorado	80211-3116	(720) 409-9509
41	GG2G LLC	5010 E HAMPDEN AVE	DENVER	Colorado	80222-7329	(303) 757-8888
37	WASHINGTON PARK WSH, LLC	999 S LOGAN ST	DENVER	Colorado	80209-5801	(303) 722-0544
559	WSH DENVER UPTOWN, LLC	450 E 17TH AVE	DENVER	Colorado	80203-1254	(720) 442-8532
558	WSH DTC, LLC	6770 E CHENANGO AVE	DENVER	Colorado	80237-3147	(720) 504-1015
63	WSH LOWRY, LLC	200 QUEBEC ST	DENVER	Colorado	80230-7144	(303) 366-3311
249	WSH STAPLETON, LLC	7349 E 29TH AVE	DENVER	Colorado	80238-2701	(303) 388-3600
1236	WSH WEST WASHINGTON PARK, LLC	381 S BROADWAY	DENVER	Colorado	80209-1522	(720) 408-0333
1409	DR SLOHI,LLC	1931-A SHERIDAN BLVD	EDGEWATER	Colorado	80214-1300	(720) 575-9366

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173	WSH FT. COLLINS DRAKE, LLC	2261 E DRAKE RD	FORT COLLINS	Colorado	80525-1999	(970) 632-2020
1051	WSH FT. COLLINS HARMONY, LLC	250 E HARMONY RD	FORT COLLINS	Colorado	80525-3296	(954) 873-7262
40	OTF COLORADO BOULEVARD, LLC	760 S COLORADO BLVD	GLENDALE	Colorado	80246-1900	(720) 400-8053
1504	WSH GREELEY LLC	4111 CENTERPLACE DR	GREELEY	Colorado	80634	(970) 400-1579
250	WSH WEST HIGHLANDS RANCH, LLC	1493 PARK CENTRAL DR	HIGHLANDS RANCH	Colorado	80129-2756	(720) 996-0461
536	LVFIT, LLC	1455 COAL CREEK DR	LAFAYETTE	Colorado	80026-2785	(720) 613-8818
535	BMFIT LLC	7700 W VIRGINIA AVE	LAKEWOOD	Colorado	80226-3144	(720) 402-3888
52	N2 FITNESS LLC	8555 W BELLEVIEW AVE	LITTLETON	Colorado	80123-2196	(303) 979-6878
1115	WSH LONE TREE, LLC	9090 SKY RIDGE AVE	LONE TREE	Colorado	80124-5716	(720) 845-7053
74	FIT IN PARKER LLC	17051 LINCOLN AVE	PARKER	Colorado	80134-3147	(720) 636-8606
1362	FIT IN PINE BLUFFS LLC	12227 PINE BLUFFS WAY	PARKER	Colorado	80134-4487	(720) 600-4711
557	WSH THORNTON, LLC	4243 E 136TH AVE	THORNTON	Colorado	80602-6916	(720) 523-1663
214	FIT IN GOLDEN	3244 YOUNGFIELD ST	WHEAT RIDGE	Colorado	80033-5276	(720) 307-5007
1300	M2 MANCHESTER L.L.C.	315 W Main St	AVON	Connecticut	06001-3686	(860) 967-3988
808	DMS CT FITNESS 1, LLC	7 EAGLE RD	DANBURY	Connecticut	06810-4125	(203) 409-2020
809	DMS CT FITNESS 3 LLC	113 MILL PLAIN RD UNIT 90	DANBURY	Connecticut	06811-5277	(516) 316-6469
872	VO2 MAX TWO, LLC	364 BOSTON POST RD	DARIEN	Connecticut	06820	(203) 309-1669
258	EMPIRE FAIRFIELD LLC	525 TUNXIS HILL CUT OFF	FAIRFIELD	Connecticut	06825-4447	(203) 883-8220
623	M2 GLASTONBURY LLC.	27 WELLES ST	GLASTONBURY	Connecticut	06033-2047	(860) 856-5807
1070	CT SHORELINE FITNESS ENTERPRISE, INC.	1059 BOSTON POST RD	GUILFORD	Connecticut	06437-2608	(203) 295-7030
873	HAMDEN FIT LLC	2335 DIXWELL AVE	HAMDEN	Connecticut	06514-2100	(203) 764-2211
624	M2 AVON LLC.	1500 PLEASANT VALLEY RD	MANCHESTER	Connecticut	06042-8759	(860) 438-6390
871	CFP-MILFORD, LLC	1682 BOSTON POST RD	MILFORD	Connecticut	06460-2776	(203) 872-2876
1251	3 JUDGES FITNESS LLC	25 Grove Street	NEW HAVEN	Connecticut	06511	(203) 921-7263
682	EMPIRE NORWALK LLC	205 MAIN ST	NORWALK	Connecticut	06851-3530	(203) 883-6070
810	DMS CT FITNESS 2 LLC	1 ETHAN ALLEN HWY	RIDGEFIELD	Connecticut	06877-6233	(203) 617-1701
199	EMPIRE SHELTON LLC	704 BRIDGEPORT AVE	SHELTON	Connecticut	06484-4769	(203) 343-0900
1052	VO2 MAX ONE, LLC	2000 W MAIN ST	STAMFORD	Connecticut	06902	0279-12-08
64	VO2 MAX STAMFORD, LLC	1101 HIGH RIDGE RD	STAMFORD	Connecticut	06905-1203	(203) 883-9518

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622	M2 WEST HARTFORD LLC	345 N MAIN ST	WEST HARTFORD	Connecticut	06117-2515	(860) 288-5501
448	EMPIRE WESTPORT LLC	645 POST RD E	WESTPORT	Connecticut	06880-4551	(203) 883-9262
1287	TC BUSINESS HOCKESSIN, LLC	46-48 FOX HUNT DR	BEAR	Delaware	19701	(302) 467-1517
1347	B&B FITNESS LLC	50 N DUPONT HWY	DOVER	Delaware	19901-4292	(302) 469-3572
1067	ALPHA FITNESS MIDDLETOWN LLC	476 MIDDLETOWN WARWICK RD	MIDDLETOWN	Delaware	19709-9192	(302) 426-2284
665	ALPHA FITNESS PILOT LLC	4120 CONCORD PIKE	TALLEYVILLE	Delaware	19803-5401	(302) 449-9448
779	EXERCISEXTREME LLC	4754B LIMESTONE RD	WILMINGTON	Delaware	19808-1928	(302) 426-2030
1105	FOGGY BOTTOM FITNESS LLC	2401 PENNSYLVANIA AVE NW	WASHINGTON	District of Columbia	20037-1730	(202) 868-5980
1248	G3 FITNESS GROUP VI LLC	320 FLORIDA AVE NE	WASHINGTON	District of Columbia	20002-5494	(202) 688-3633
1189	GLOVER PARK FITNESS LLC	1815 WISCONSIN AVE NW	WASHINGTON	District of Columbia	20007-2418	(202) 916-8800
1097	HH FITNESS CAPITOL HILL, LLC	330 7TH ST SE	WASHINGTON	District of Columbia	20003-2504	(202) 688-3161
943	JKOLA DC FITNESS, LLC	1925 14TH STREET NW	WASHINGTON	District of Columbia	20009	(202) 869-1700
1094	LZNF VENTURES LLC	609 H ST NE	WASHINGTON	District of Columbia	20002-4347	(202) 991-5898
1158	MAMMOTH FITNESS DC 2, LLC	3412 CONNECTICUT AVE NW	WASHINGTON	District of Columbia	20008-1306	(202) 545-7811
903	MAMMOTH FITNESS DC, LLC	4600 WISCONSIN AVE NW	WASHINGTON	District of Columbia	20016-4673	(202) 516-8147
694	MDMS CAPITAL DC1 LLC	82 I ST SE	WASHINGTON	District of Columbia	20003-8200	(540) 842-2411
437	S & W FITNESS ENTERPRISE, LLC	425 I ST NW	WASHINGTON	District of Columbia	20001-2542	(202) 469-1035
167	SFR OT, LLC	397 E ALTAMONTE DR	ALTAMONTE SPRINGS	Florida	32701-4444	(321) 800-3004
861	NASH FITNESS APOPKA, LLC	3030 E SEMORAN BLVD, STE 252	APOPKA	Florida	32703-5953	(407) 618-8500
15	FIT AVENTURA, LLC	18839 BISCAYNE BLVD	AVENTURA	Florida	33180-3397	(305) 400-0544
48	SFR OT, LLC	395 N CONGRESS AVE	BOYNTON BEACH	Florida	33426-3415	(561) 734-6777
255	WELLCOMM LWR, LLC	5496 LENA RD	BRADENTON	Florida	34211	(941) 444-2442

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1570	BRICKELL ELITE ATHLETICS LLC	800 Brickell Ave Suite 202	BRICKELL	Florida	33131-2974	(786) 558-4422
284	CAPE CORAL COACHING LLC	2311 SANTA BARBARA BLVD	CAPE CORAL	Florida	33991-4394	(239) 218-4644
598	SFR OT, LLC	49 BLAKE BLVD	CELEBRATION	Florida	34747-5415	(407) 613-2161
134	DREAM FITNESS, LLC	25853 US 19 N	CLEARWATER	Florida	33763-2034	(727) 288-9897
599	SFR OT, LLC	13900 COUNTY ROAD 455	CLERMONT	Florida	34711-9052	(407) 910-2333
286	COCONUT CREEK FITNESS PARTNERS, INC.	4449 LYONS RD	COCONUT CREEK	Florida	33073-4389	(954) 510-9400
172	NEC FITNESS, LLC	5874 S FLAMINGO RD	COOPER CITY	Florida	33330-3238	(954) 434-6244
106	CORAL SPRINGS FITNESS PARTNERS, INC.	1308 CORAL RIDGE DR	CORAL SPRINGS	Florida	33071-5419	(954) 800-2721
28	KB ORANGE GROUP, INC.	6230 CORAL RIDGE DR	CORAL SPRINGS	Florida	33076-3386	(954) 345-7518
337	I & R FITNESS LLC	18455 S DIXIE HWY	CUTLER BAY	Florida	33157-6815	(305) 234-1141
1413	SFR OT, LLC	2365 S WOODLAND BLVD	DELAND	Florida	32720	(386) 951-3455
1333	SFR OT, LLC	264 SE 5TH AVE	DELRAY BEACH	Florida	33483-5207	(561) 675-0600
1085	ALYKAY FITNESS IV, LLC	4495 FURLING LN	DESTIN	Florida	32541-5384	(850) 533-0084
39	RAK FITNESS II LLC	5875 NW 105TH CT	DORAL	Florida	33178-6689	(305) 824-0420
1092	ESTERO COACHING LLC	10171 Estero Town Commons Place	ESTERO	Florida	33928	(954) 937-9696
573	F5 ENTERPRISES, LLC	1615 COUNTY ROAD 220	FLEMING ISLAND	Florida	32003-4906	(904) 406-7343
283	SIX MILE CYPRESS COACHING LLC	8001 DANI DR	FORT MYERS	Florida	33966-8016	(239) 292-5826
652	GAINESVILLE COACHING II LLC	3205 CLARK BUTLER BLVD	GAINESVILLE	Florida	32608-2436	(352) 242-0020
161	GAINESVILLE COACHING LLC	2005 NW 43RD ST	GAINESVILLE	Florida	32605-3481	(352) 559-3937
607	HOMESTEAD FITNESS, LLC.	803 N HOMESTEAD BLVD	HOMESTEAD	Florida	33030-5024	(786) 632-7800
345	DAK SPLAT, LLC	4495 ROOSEVELT BLVD	JACKSONVILLE	Florida	32210-3375	(904) 328-6905
152	F 4 ENTERPRISES, LLC	13500 BEACH BLVD STE 30	JACKSONVILLE	Florida	32224-7221	(904) 385-4336
1538	F13 ENTERPRISES LLC	2039 HENDRICKS AVENUE	JACKSONVILLE	Florida	32207	(904) 712-6949
151	F2 ENTERPRISES LLC	11111 SAN JOSE BLVD	JACKSONVILLE	Florida	32223-7946	(904) 886-3377
836	F7 ENTERPRISES, LLC	9734 DEER LAKE CT	JACKSONVILLE	Florida	32246-4468	(904) 559-1200
898	RCS OAKLEAF, LLC	9610 APPLECROSS RD	JACKSONVILLE	Florida	32222-5839	(904) 661-1958

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837	F8 ENTERPRISES, LLC	3994 3RD ST S	JACKSONVILLE BEACH	Florida	32250-5847	(904) 930-4009
900	FOXHOP FITNESS, LLC	4215 NW FEDERAL HWY	JENSEN BEACH	Florida	34957-3600	(772) 261-8119
54	VICEDWARD, INC.	6390 W INDIANTOWN RD STE 24A	JUPITER	Florida	33458-4612	(561) 743-7770
166	DOUBLE EXCEL LLC	1021 W OSCEOLA PKWY	KISSIMMEE	Florida	34741-7503	(407) 720-4646
136	SFR OT, LLC	3801 W LAKE MARY BLVD	LAKE MARY	Florida	32746-6161	(956) 377-4737
700	SAE FITNESS LLC	6177 S JOG RD	LAKE WORTH	Florida	33467-6588	(561) 327-6100
428	SANUS VITAE, LLC	1489 TOWN CENTER DR	LAKELAND	Florida	33803-7966	(863) 226-1303
346	CONTRAILS FITNESS PARTNERS, LLC	10500 ULMERTON RD	LARGO	Florida	33771-3503	(727) 400-3933
417	VIERA ALL FITNESS LLC	6365 N WICKHAM RD	MELBOURNE	Florida	32940-2017	(321) 800-4466
90	OTF BIRD ROAD, LLC	7396 SW 40TH ST	MIAMI	Florida	33155-6634	(305) 264-0087
97	OTF WEST KENDALL, LLC	14627 SW 56TH ST	MIAMI	Florida	33175-5703	(305) 615-1095
324	RAK FITNESS III LLC	13550 SW 120TH ST	MIAMI	Florida	33186-7503	(305) 254-2683
864	TAMIAMI FITNESS, LLC	1315B SW 107TH AVE	MIAMI	Florida	33174-2515	(786) 899-5082
38	RAK FITNESS LLC	15490B NW 77TH CT	MIAMI LAKES	Florida	33016-5823	(305) 824-0420
570	ALYKAY FITNESS, LLC	9017 BISCAYNE BLVD	MIAMI SHORES	Florida	33138-3221	(305) 615-1299
156	MIRJEN, LLC	12316 MIRAMAR PKWY	MIRAMAR	Florida	33025-7017	(954) 908-3636
970	SFR OT, LLC	3208 COUNTY ROAD 44B	MOUNT DORA	Florida	32757-9226	(352) 448-6505
229	NAPLES COACHING LLC	7935 AIRPORT PULLING RD N	NAPLES	Florida	34109-1732	(239) 599-5650
1536	SFR OT, LLC	1944 SR 44	NEW SMYRNA BEACH	Florida	32168	(386) 951-6201
671	OUR DIVINE PURPOSE LLC	4414 SW COLLEGE RD	OCALA	Florida	34474-2704	(352) 433-0220
398	DREAM FITNESS II, LLC	12546 STATE ROAD 54	ODESSA	Florida	33556-3480	(727) 500-1212
67	OTF ORLANDO, LLC	7343 W SAND LAKE RD	ORLANDO	Florida	32819-5209	(407) 982-2822
107	OTF WATERFORD, LLC	12301 LAKE UNDERHILL RD	ORLANDO	Florida	32828-4508	(407) 440-2906
68	SFR OT, LLC	2714 E COLONIAL DR	ORLANDO	Florida	32803-5017	(407) 898-1888
197	SFR OT, LLC	1725 S ORANGE AVE	ORLANDO	Florida	32806-2903	(407) 477-5388
311	SFR OT, LLC	9161 NARCOOSSEE RD	ORLANDO	Florida	32827-5764	(407) 995-6220
1509	SFR OT, LLC	12851 NARCOOSSEE RD	ORLANDO	Florida	32832	(407) 734-0527

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310	SFR OT, LLC	976 W MITCHELL HAMMOCK RD	OVIEDO	Florida	32765-8102	(407) 995-6222
219	92 FITNESS CREW FLORIDA I, LLC	2612 PGA BLVD	PALM BEACH GARDENS	Florida	33410-2904	(561) 859-0683
121	PALM HARBOR COACHING, LLC	33645 US HIGHWAY 19 N	PALM HARBOR	Florida	34684-2639	(727) 288-9901
848	PANAMA CITY FITNESS GROUP LLC	15500 PANAMA CITY BEACH PKWY	PANAMA CITY BEACH	Florida	32413-5424	(850) 299-4999
4	PINES OTF, INC.	14918 PINES BLVD	PEMBROKE PINES	Florida	33027-1213	(954) 534-9949
664	ALYKAY FITNESS II, LLC	5555 N DAVIS HWY	PENSACOLA	Florida	32503-2066	(850) 449-2232
27	KBOG PLANTATION, INC.	10073 CLEARY BLVD	PLANTATION	Florida	33324-1064	(954) 693-8444
838	F9 ENTERPRISES, LLC	152 CAPITAL GREEN DR	PONTE VEDRA	Florida	32081-0951	(904) 900-7644
605	PORT ORANGE FITNESS COMPANY, LLC	5521 S WILLIAMSON BLVD	PORT ORANGE	Florida	32128-8300	(386) 492-0544
449	SFR OT, LLC	884 SW SAINT LUCIE WEST BLVD	PORT ST LUCIE	Florida	34986-1765	(772) 212-1470
958	RIVERVIEW COACHING, LLC	10173 BIG BEND RD	RIVERVIEW	Florida	33578-7417	(813) 607-5646
2	SAE FITNESS LLC	11021 SOUTHERN BLVD	ROYAL PALM BEACH	Florida	33411-4241	(561) 753-8111
890	DOWNTOWN ST. PETE COACHING, LLC	640 1ST AVE S	SAINT PETERSBURG	Florida	33701-4120	(727) 513-5646
1045	SFR OT, LLC	4932 W STATE ROAD 46	SANFORD	Florida	32771-9244	(407) 986-6295
254	WELLCOMM SRQ NORTH, LLC	1605 MAIN ST	SARASOTA	Florida	34236-5840	(941) 444-2440
185	WELLCOMM SRQ SOUTH, LLC	6509 S TAMIAMI TRL	SARASOTA	Florida	34231-4827	(941) 444-2439
841	F11 ENTERPRISES LLC	833 S PONCE DE LEON BLVD	ST AUGUSTINE	Florida	32084-6005	(904) 647-8088
635	F6 ENTERPRISES LLC	2851 COUNTY ROAD 210 W	ST JOHNS	Florida	32259-4087	(904) 671-7071
13	4th STREET COACHING, LLC	5032 4TH ST N	ST PETERSBURG	Florida	33703-2902	(727) 897-5566
78	TYRONE COACHING, LLC	1530 66TH ST N	ST PETERSBURG	Florida	33710-5506	(727) 235-6998
1286	F10 ENTERPRISES, LLC	150 Village Commons Dr	ST. AUGUSTINE	Florida	32092-4547	(954) 915-8685
206	MAIJA FITNESS, LLC	2303 SE FEDERAL HWY	STUART	Florida	34994-4528	(772) 266-8344
220	HAWTHORNE TALLYHO1, LLC	1321 THOMASVILLE RD	TALLAHASSEE	Florida	32303-5607	(850) 210-0503
221	HAWTHORNE TALLYHO2, LLC	1400 VILLAGE SQUARE BLVD	TALLAHASSEE	Florida	32312-1234	(850) 895-9683
1254	GANDY COACHING LLC	4810 S MANHATTAN AVE	TAMPA	Florida	33611	(813) 773-6623
203	GLOBAL FITNESS ENTERPRISES II, LLC	13122 N DALE MABRY HWY	TAMPA	Florida	33618-2406	(813) 964-3194

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181	GLOBAL FITNESS ENTERPRISES III, LLC	1061 E CUMBERLAND AVE	TAMPA	Florida	33602	(813) 513-9845
1330	SERENDIPITY FITNESS PARTNERS, LLC	2798 E FOWLER AVE	TAMPA	Florida	33612-6207	(813) 400-2977
18	SOUTH TAMPA COACHING, LLC	115 S DALE MABRY HWY	TAMPA	Florida	33609-2838	(813) 356-0620
1569	F16 ENTERPRISES LLC	1028 OLD MILL RUN	THE VILLAGES	Florida	32162-1678	(352) 504-0065
87	WELLCOMM UP, LLC	5275 UNIVERSITY PKWY	UNIVERSITY PARK	Florida	34201-3013	(941) 444-2435
931	LITHIA COACHING, LLC	3311 LITHIA PINECREST RD	VALRICO	Florida	33596-5636	(813) 743-4683
606	CAPN FITNESS LLC	5240 US HIGHWAY 1	VERO BEACH	Florida	32967-7604	(772) 205-3733
128	SAE FITNESS LLC	2625 S STATE ROAD 7	WELLINGTON	Florida	33414-9378	(561) 296-0485
282	GLOBAL FITNESS ENTERPRISES IV, LLC	28210 PASEO DR	WESLEY CHAPEL	Florida	33543-5374	(813) 235-0664
416	WEST MELBOURNE STUDIO LLC	1559 W NEW HAVEN AVE	WEST MELBOURNE	Florida	32904-3905	(321) 369-9169
55	MJL FITNESS, LLC	1900 OKEECHOBEE BLVD	WEST PALM BEACH	Florida	33409-4132	(561) 771-1180
1542	SAE FITNESS LLC	4951 Seminole Pratt Whitney Rd	WESTLAKE	Florida	33470	(561) 459-3311
8	BROWARD FITNESS INVESTMENTS, LLC	1132 WESTON RD	WESTON	Florida	33326-1915	(954) 888-6660
459	NASH FITNESS LLC	13620 SUMMERPORT VILLAGE PKWY	WINDERMERE	Florida	34786-7366	(407) 895-7002
525	OTF WINTER GARDEN, LLC	2883 MAGUIRE RD	WINDERMERE	Florida	34786-6057	(407) 895-7002
108	SFR OT, LLC	115 N ORLANDO AVE	WINTER PARK	Florida	32789-3616	(407) 915-3373
1414	SFR OT, LLC	5637-5717 Red Bug Lake Rd, Units 16 & 17	WINTER SPRINGS	Florida	32708	(407) 278-2292
1378	F12 ENTERPRISES LLC	463867 STATE ROAD 200	YULEE	Florida	32097-3605	(904) 639-6003
1188	JM ACWORTH LLC	4391 ACWORTH DALLAS RD NW	ACWORTH	Georgia	30101-4335	(770) 674-8722
125	VAILLANTINO, LLC	3450 OLD MILTON PKWY	ALPHARETTA	Georgia	30005-4517	(770) 686-5352
355	HILTON AND BUTLER FITNESS, LLC	196 ALPS RD	ATHENS	Georgia	30606-4085	(706) 521-0595
1012	HILTON FITNESS LLC	265 OCONEE ST	ATHENS	Georgia	30601-3603	(706) 715-4699
162	BLACKBERRY VISION, LLC	3097 PIEDMONT RD NE	ATLANTA	Georgia	30305-2638	(404) 719-0170
127	BLUEBERRY VISION INVESTMENTS, INC.	857 COLLIER RD NW	ATLANTA	Georgia	30318-2544	(404) 455-0402
83	CONFLUENCE GROUP LLC	5975 ROSWELL RD	ATLANTA	Georgia	30328-4055	(770) 905-2600

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400	CRANBERRY VISION LLC	4260 N PEACHTREE RD NE	ATLANTA	Georgia	30319	(404) 772-8120
382	EFFECTIVE FITNESS, LLC	975 MEMORIAL DR SE	ATLANTA	Georgia	30316-1691	(470) 489-5701
1421	JM INMAN PARK LLC	299 N HIGHLAND AVE NE	ATLANTA	Georgia	30307-2662	(404) 662-2308
1424	JM SOUTH BUCKHEAD LLC	2255 PEACHTREE RD NE	ATLANTA	Georgia	30309-1101	(770) 267-5777
1422	JM WEST MIDTOWN LLC	980 HOWELL MLL RD	ATLANTA	Georgia	30318	(770) 368-6267
247	RASBERRY VISION LLC	4279 ROSWELL RD NE	ATLANTA	Georgia	30342-3759	(404) 434-2129
190	SIMPLE BERRY LLC	855 EMORY POINT DR STE 115	ATLANTA	Georgia	30329-4152	(404) 698-0251
137	STRAWBERRY VISION, LLC	933 PEACHTREE ST NE STE 939A	ATLANTA	Georgia	30309-7900	(770) 905-2600
270	VVDC NORTHLAKE, LLC	2152 HENDERSON MILL RD NE	ATLANTA	Georgia	30345-3762	(678) 679-3400
1489	JM AUGUST 2 LLC	3602 EXCHANGE LN	AUGUSTA	Georgia	30909	(706) 780-6016
496	JW CANTON, LLC	3640 MARIETTA HWY	CANTON	Georgia	30114-8310	(470) 592-0098
1205	VVDC CHAMBLEE, LLC	5211 PEACHTREE BLVD	CHAMBLEE	Georgia	30341-3165	(678) 333-3752
299	B.O.B. FITNESS LLC	5592 WHITESVILLE RD STE B	COLUMBUS	Georgia	31904-3419	(706) 905-1870
300	NSU FITNESS, LLC	1735 BUFORD HIGHWAY	CUMMING	Georgia	30041-1268	(770) 887-2223
317	JM SUGAR HILL, LLC	2463 HAMILTON MILL PKWY	DACULA	Georgia	30019-4648	(470) 443-1800
383	EFFECTIVE FITNESS DECATUR, LLC	319 W PONCE DE LEON AVE	DECATUR	Georgia	30030-2499	(770) 797-5080
495	CAP FITNESS DOUGLASVILLE, LLC LLC	2750 CHAPEL HILL RD	DOUGLASVILLE	Georgia	30135-1705	(770) 755-8772
316	JM DULUTH LLC	2220 PEACHTREE INDUSTRIAL BLVD	DULUTH	Georgia	30097-7678	(678) 648-5600
731	VVDC DUNWOODY, LLC	2480 JETT FERRY RD	DUNWOODY	Georgia	30338-3074	(678) 580-8095
189	VAILLANTINO LS, LLC	8465 HOLCOMB BRIDGE RD	JOHNS CREEK	Georgia	30022-8599	(470) 388-3159
271	VVDC WEBB GIN, LLC	1250 SCENIC HWY	LAWRENCEVILLE	Georgia	30045-7822	(770) 450-1234
1528	JM MABLETON LLC	1025 VETERANS MEMORIAL HWY	MABLETON	Georgia	30126	(678) 368-4444
1148	JCM MACON, LLC	4357 FORSYTH RD STE 250	MACON	Georgia	31210-0546	(478) 845-4505
374	CONFLUENCE GROUP II, LLC	3000 WINDY HILL RD SE	MARIETTA	Georgia	30067-8430	(678) 701-5510
265	JM ATHENS, LLC	3600 DALLAS HWY SW	MARIETTA	Georgia	30064-1631	(770) 876-4339
263	JM CANTON, LLC	2555 PRADO LN	MARIETTA	Georgia	30066-3516	(770) 687-3625
436	JM MARIETTA HOLDINGS, LLC	1750 POWDER SPRINGS RD SW	MARIETTA	Georgia	30064-4865	(678) 810-1814

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124	VAILLANTINO JC, LLC	1401 JOHNSON FERRY RD	MARIETTA	Georgia	30062-6495	(678) 920-9455
370	VVDC SANDY PLAINS, LLC	2960 SHALLOWFORD RD	MARIETTA	Georgia	30066-3012	(561) 702-2308
1149	JCM MCDONOUGH, LLC	1663 HIGHWAY 20 W	MCDONOUGH	Georgia	30253-7311	(678) 505-7877
866	VVDC MILTON, LLC	12635 CRABAPPLE RD	MILTON	Georgia	30004-5800	(404) 890-7388
612	CAP FITNESS LLC	1731 NEWNAN CROSSING BLVD E	NEWNAN	Georgia	30265-1598	(470) 240-7787
315	JM NORCROSS, LLC	5270 PEACHTREE PKWY	NORCROSS	Georgia	30092-2558	(678) 786-4100
298	BMM FITNESS, LLC	130 PEACHTREE EAST SHOPPING CTR	PEACHTREE CITY	Georgia	30269-4045	(678) 263-3086
379	VVDC POOLER, LLC	201 BLUE MOON XING	POOLER	Georgia	31322	(912) 963-7076
1523	JM ROME FITNESS, LLC	1431 TURNER MCCALL BLVD	ROME	Georgia	30161	(770) 727-2943
193	VIVENCIA FIT ONE LLC	625 W CROSSVILLE RD	ROSWELL	Georgia	30075-7504	(770) 625-6122
369	VVDC SAVANNAH, LLC	1800 E VICTORY DR	SAVANNAH	Georgia	31404-4195	(912) 921-9519
833	JK FIT LLC	4495 W VILLAGE WAY SE	SMYRNA	Georgia	30080-9252	(678) 539-9715
494	HBB GROUP LLC	1227 ROCKBRIDGE RD	STONE MOUNTAIN	Georgia	30087-3064	(770) 604-1812
845	JM BUFORD, LLC	5019 W BROAD ST	SUGAR HILL	Georgia	30518-5188	(678) 786-4120
194	VIVENCIA FIT TWO LLC	2615 PEACHTREE PKWY	SUWANEE	Georgia	30024-1024	(770) 688-0622
1278	JM VININGS, LLC	4300 PACES FERRY RD SE	VININGS	Georgia	30339-5715	(770) 727-5022
1138	REV-IT-UP FITNESS LLC	3030 WATSON BLVD	WARNER ROBINS	Georgia	31093-8506	(478) 845-6007
264	JM WOODSTOCK, LLC	200 PARKBROOKE DR	WOODSTOCK	Georgia	30189-6331	(770) 833-4550
481	ALOHABERRY, LLC	449 KAPAHULU AVE	HONOLULU	Hawaii	96815-3850	(808) 445-9227
423	HELLOBERRY HAWAII, LLC	660 ALA MOANA BLVD	HONOLULU	Hawaii	96813-5400	(808) 762-2004
1560	PAU LOA LLC	91-5431 KAPOLEI PKWY STE 1116	KAPOLEI	Hawaii	96707-5007	(808) 909-3308
1545	MAUI HEALTH AND FITNESS LLC	58 HO'OKELE ST STE 510 KAHULUI HI 96732-3550	MAUI	Hawaii		(808) 270-1922
1049	J AND J FITNESS IF LLC	2674 E SUNNYSIDE RD	AMMON	Idaho	83406-7548	(208) 541-1702
800	L5 FITNESS IDAHO, LLC	979 E PARKCENTER BLVD	BOISE	Idaho	83706-6721	(208) 246-8600
523	L5 FITNESS IDAHO, LLC	2970 N EAGLE RD	MERIDIAN	Idaho	83646-6620	(208) 895-9076
1405	L5 FITNESS IDAHO, LLC	1240 W CHINDEN BLVD	MERIDIAN	Idaho	83646-7073	(208) 352-3844
986	L5 FITNESS ILLINOIS-NORTH EAST, LLC	1624 S RANDALL RD	ALGONQUIN	Illinois	60102-5923	(847) 565-5711

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1034	WIN CITY FITNESS GROUP II, LLC	813 S IL ROUTE 59	BARTLETT	Illinois	60103-1629	(630) 246-3333
804	JH FITNESS, LLC	1500 E EMPIRE ST	BLOOMINGTON	Illinois	61701-7908	(309) 434-5500
1084	WIN WHEAT FIT, INC.	547 S SCHMALE RD	CAROL STREAM	Illinois	60188-2451	(630) 402-6789
1010	ILLINI FITNESS LLC	2035 S NEIL ST	CHAMPAIGN	Illinois	61820-7219	(217) 302-6500
318	CHICAGOLAND FITNESS I, LLC	1126 W GRANVILLE AVE	CHICAGO	Illinois	60660-2013	(773) 234-0311
424	CHICAGOLAND FITNESS II, LLC	3328 N WESTERN AVE	CHICAGO	Illinois	60618-6213	(312) 971-6223
425	CHICAGOLAND FITNESS III, LLC	4728 N LINCOLN AVE	CHICAGO	Illinois	60625-2010	(312) 755-6650
427	CHICAGOLAND FITNESS V, LLC	2251 N MILWAUKEE AVE	CHICAGO	Illinois	60647-4035	(312) 874-7227
684	CHICAGOLAND FITNESS VI, LLC	5012 N CLARK ST	CHICAGO	Illinois	60640-2824	(773) 717-7999
686	CHICAGOLAND FITNESS VIII, LLC	1055 S. Clinton	CHICAGO	Illinois	60607	(312) 796-5585
545	DRA FITNESS LLC	1005 S STATE ST	CHICAGO	Illinois	60605-2221	(312) 734-1100
534	FULTON RIVER FITNESS, LLC	731 N MILWAUKEE AVE	CHICAGO	Illinois	60642-5954	(312) 832-9899
743	JOMIL LLC	5109 S HARPER AVE	CHICAGO	Illinois	60615-4119	(773) 377-4747
321	JS FITNESS WICKER PARK LLC	1634 W NORTH AVE	CHICAGO	Illinois	60622-2255	(312) 757-1644
32	L5 FITNESS ILLINOIS-NORTH EAST, LLC	2209 N HALSTED ST	CHICAGO	Illinois	60614-8779	(312) 762-5556
1229	L5 FITNESS ILLINOIS-NORTH EAST, LLC	155 N MICHIGAN AVE	CHICAGO	Illinois	60601-7511	(312) 757-5144
305	PERLOFF - PROVIDENCE STUDIO #3 LLC	3738 N HALSTED ST	CHICAGO	Illinois	60613	(224) 252-0242
304	PERLOFF PROVIDENCE STUDIO #2 LLC	3010 N ASHLAND AVE	CHICAGO	Illinois	60657-3012	(312) 778-8830
331	STUDIO FITNESS GROUP LLC	1513 N WELLS ST	CHICAGO	Illinois	60610-3488	(312) 625-1204
333	STUDIO FITNESS GROUP RIVER NORTH LLC	640 N WELLS ST	CHICAGO	Illinois	60654-3733	(312) 724-7600
334	STUDIO FITNESS GROUP STREETERVILLE LLC	211 E GRAND AVE	CHICAGO	Illinois	60611-3311	(312) 778-8998
330	STUDIO FITNESS GROUP WEST LOOP LLC	823 W MADISON ST	CHICAGO	Illinois	60607	(773) 741-1600
1369	CHICAGOLAND FITNESS XVIII, LLC	6232 NORTHWEST HWY	CRYSTAL LAKE	Illinois	60014-7931	(815) 846-6794
1227	L5 FITNESS ILLINOIS- WEST, LLC	6654 EDWARDSVILLE CROSSING DR	EDWARDSVILLE	Illinois	62025-2706	(618) 669-0011
319	2MC CORP.	187 S IL ROUTE 83	ELMHURST	Illinois	60126	(331) 642-1500

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126	NORTHSHORE OTF, LLC	2800 CENTRAL ST	EVANSTON	Illinois	60201-1222	(847) 491-9090
544	HEARNE FITNESS, LLC	21000 S LAGRANGE RD	FRANKFORT	Illinois	60423-2004	(630) 394-5050
537	L5 FITNESS ILLINOIS- WEST, LLC	2401 KANEVILLE RD	GENEVA	Illinois	60134-2579	(630) 503-6818
326	CHICAGOLAND FITNESS XII LLC	613 ROOSEVELT RD	GLEN ELLYN	Illinois	60137-6057	(630) 984-6886
237	C & Z FIT, LLC	1464 WAUKEGAN RD	GLENVIEW	Illinois	60025-2121	(847) 486-9100
685	CHICAGOLAND FITNESS VII, LLC	4747 N HARLEM AVE	HARWOOD HEIGHTS	Illinois	60706-4600	(708) 400-8648
687	CHICAGOLAND FITNESS IX, LLC	1835 2ND ST	HIGHLAND PARK	Illinois	60035-3113	(847) 631-1122
991	CHICAGOLAND FITNESS XIII LLC	2626 N SUTTON RD	HOFFMAN ESTATES	Illinois	60192-3706	(224) 422-2454
646	C & Z FIT II, LLC	20393 N RAND RD	KILDEER	Illinois	60074-2020	(224) 662-7177
238	MADGRA COMPANY	10 N ASHLAND AVE	LA GRANGE	Illinois	60525-2055	(708) 793-7003
554	CHICAGO NORTHSHORE FITNESS, INC.	1050 N WESTERN AVE	LAKE FOREST	Illinois	60045-1207	(847) 728-8700
985	PROVIDENCE VENTURE STUDIO #4 LLC	202 YORKTOWN SHOPPING CTR	LOMBARD	Illinois	60148-5526	(630) 451-9960
303	PERLOFF - PROVIDENCE STUDIO #1 LLC	1032 CENTER DR	MOUNT PROSPECT	Illinois	60056-1156	(847) 737-5584
1548	CHICAGOLAND FITNESS XVI LLC	3018 W Illinois 60	MUNDELEIN	Illinois	60060	(224) 358-3665
31	L5 FITNESS ILLINOIS-WEST, LLC	24 W GARTNER RD	NAPERVILLE	Illinois	60540-7551	(331) 444-3232
227	MAJAMINO, LLC	2936 SHOWPLACE DR	NAPERVILLE	Illinois	60564-5062	(630) 857-9238
1349	HEARNE FITNESS TWO LLC	2081 E LARAWAY RD	NEW LENOX	Illinois	60451-9507	(815) 669-1800
426	CHICAGOLAND FITNESS IV, LLC	3101 DUNDEE RD	NORTHBROOK	Illinois	60062-2402	(224) 541-6300
217	ALVAREZ & HEARNE HOLDINGS,LLC	7121 NORTH AVE	OAK PARK	Illinois	60302-1002	(708) 793-9219
1350	HEARNE FITNESS THREE LLC	1046 LAKE ST	OAK PARK	Illinois	60301-1102	(708) 547-7771
33	L5 FITNESS ILLINOIS- WEST, LLC	15200 S LA GRANGE RD	ORLAND PARK	Illinois	60462-3711	(708) 860-8292
1520	CHICAGOLAND FITNESS XVII LLC	1540 DOUGLAS RD	OSWEGO	Illinois	60543-5108	(630) 383-4203
1228	CHICAGOLAND FITNESS XV, LLC	1481 PALATINE RD	PALATINE	Illinois	60192-1196	(847) 963-2133
332	STUDIO FITNESS GROUP HIGHLAND PARK LLC	10 N NORTHWEST HWY	PARK RIDGE	Illinois	60068-3329	(847) 318-3804
653	C & Z FIT III, LLC	2037 MILWAUKEE AVE	RIVERWOODS	Illinois	60015-3581	(224) 521-0006
971	ROCKTOWN FIT 1, INC.	6575 E STATE ST	ROCKFORD	Illinois	61108-2542	(815) 414-9900

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560	WINCITY FITNESS GROUP, LLC	39 Main Street	ROSELLE	Illinois	60172	(630) 283-8888
893	L5 FITNESS ILLINOIS- WEST, LLC	124 KIRK RD	SAINT CHARLES	Illinois	60174-2426	(331) 248-6050
325	CHICAGOLAND FITNESS XI LLC	155 W GOLF RD.	SCHAUMBURG	Illinois	60195	(224) 532-2442
1470	L5 FITNESS ILLINOIS-SOUTH, LLC	3720 GREEN MOUNT CROSSING DR	SHILOH	Illinois	62269-7293	(618) 669-1005
1230	L5 FITNESS ILLINOIS-SOUTH, LLC	956 BROOKFOREST AVE	SHOREWOOD	Illinois	60404-8807	(708) 573-0858
688	CHICAGOLAND FITNESS X, LLC	5230 TOUHY AVE	SKOKIE	Illinois	60077-3244	(847) 423-6060
1083	L5 FITNESS ILLINOIS- WEST, LLC	454 REDINGTON DR	SOUTH ELGIN	Illinois	60177-2282	(847) 565-6300
805	TMB FITNESS LLC	2450 WABASH AVE	SPRINGFIELD	Illinois	62704-4201	(217) 953-0054
987	L5 FITNESS ILLINOIS-NORTH EAST, LLC	700 N MILWAUKEE AVE STE 139	VERNON HILLS	Illinois	60061-1595	(847) 786-5545
233	DINAMI FITNESS LLC	19 W OGDEN AVE	WESTMONT	Illinois	60559-2361	(630) 326-3000
165	OTF WHEATON CORP.	223 RICE LAKE SQ	WHEATON	Illinois	60189-2136	(630) 914-6767
163	FOWLER GROUP, LLC	6300 Robert Kingery Highway, Suite 404	WILLOWBROOK	Illinois	60527	(630) 352-3330
1088	L5 FITNESS ILLINOIS- WEST, LLC	1001 75TH ST	WOODRIDGE	Illinois	60517-2654	(630) 596-2144
1095	PVO FITNESS, LLC	8100 E US HIGHWAY 36	AVON	Indiana	46123-7953	(317) 542-2999
1468	BTOWN FITNESS SOUTH, LLC	210 E KIRKWOOD AVE	BLOOMINGTON	Indiana	47408-3551	(812) 610-4444
910	BTOWN FITNESS, LLC	2894 E 3RD ST	BLOOMINGTON	Indiana	47401-5498	(812) 727-4002
274	OT INDIANA CARMEL, LLC	2438 E 146TH ST	CARMEL	Indiana	46033-7712	(317) 688-1348
372	OT INDIANA WEST CARMEL, LLC	4000 W 106TH ST	CARMEL	Indiana	46032-7792	(317) 449-2100
1398	DAVIS FITNESS STUDIO VI LLC	1025 Veterans Parkway, Suite 200	CLARKSVILLE	Indiana	47129	(812) 822-5570
680	OT CROWN POINT INDIANA, LLC	852 N SUPERIOR DR	CROWN POINT	Indiana	46307-8299	(219) 306-8448
679	OT DYER INDIANA, LLC	835 JOLIET ST	DYER	Indiana	46311-1920	(219) 224-2660
819	3TW, LLC	3431 N GREEN RIVER RD	EVANSVILLE	Indiana	47715-1349	(812) 645-9712
275	OT INDIANA FISHERS-GEIST, LLC	11695 OLIO RD	FISHERS	Indiana	46037-7683	(317) 960-4100
1166	OT INDIANA NICKEL PLATE, LLC	8700 NORTH ST	FISHERS	Indiana	46038-2864	(305) 978-0402
998	EPOC FITNESS NORTH, LLC	1517 W DUPONT RD	FORT WAYNE	Indiana	46825-1002	(260) 579-4535
815	EPOC FITNESS SW, LLC	1034 S THOMAS RD	FORT WAYNE	Indiana	46804-5121	(260) 579-4534
629	ELLSWORTH FITNESS, LLC	7135 HERITAGE SQUARE DR	GRANGER	Indiana	46530-5664	(574) 314-6300
787	COLOR ME FIT ENTERPRISES, LLC	1675 W SMITH VALLEY RD	GREENWOOD	Indiana	46142-1592	(317) 247-0000

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1013	317 FITNESS, LLC	91 N NEW JERSEY ST	INDIANAPOLIS	Indiana	46204-2691	(317) 912-1515
1191	OT INDIANA BROAD RIPPLE, LLC	5858 N COLLEGE AVE	INDIANAPOLIS	Indiana	46220-2476	(317) 616-3800
515	OT INDIANA IRONWORKS, LLC	2727 E 86TH ST	INDIANAPOLIS	Indiana	46240-4566	(317) 542-3102
1404	OT INDIANA NOBLESVILLE, LLC	17167 MERCANTILE BLVD	NOBLESVILLE	Indiana	46060	(317) 983-2113
1168	OT VALPARAISO INDIANA, LLC	510 PORTERS VALE BLVD	VALPARAISO	Indiana	46383-8474	(815) 608-0888
1102	OT WEST LAFAYETTE INDIANA LLC	1020D SAGAMORE PKWY W	WEST LAFAYETTE	Indiana	47906-1446	(765) 575-4944
631	OT IOWA ANKENY, LLC	833 E 1ST ST	ANKENY	Iowa	50021-2122	(515) 218-9778
1259	PANORAMA HOLDINGS, LLC	936 VIKING RD	CEDAR FALLS	Iowa	50613-9520	(319) 899-4478
814	IAFIT CR LLC	4824 1ST AVE NE	CEDAR RAPIDS	Iowa	52402-3214	(319) 450-0665
347	OT IOWA CLIVE, LLC	2171 NW 111TH ST	CLIVE	Iowa	50325	(515) 207-3430
867	FITNESS IC INC	1303 5TH ST	CORALVILLE	Iowa	52241-2922	(319) 800-6282
854	IAFIT DAVENPORT LLC	4520 E 53RD ST	DAVENPORT	Iowa	52807-3102	(563) 594-6683
1285	IAFIT DUBUQUE LLC	2515 NW ARTERIAL	DUBUQUE	Iowa	52002-0400	(563) 557-6886
1014	OT IOWA WEST DES MOINES, LLC	375 S JORDAN CREEK PKWY	WEST DES MOINES	Iowa	50266-8139	(515) 421-8322
1280	BOTK1, LLC	565 WAKARUSA DR	LAWRENCE	Kansas	66049-3212	(785) 727-4220
950	KEYS TO FITNESS LLC	17140 W 87TH ST	LENEXA	Kansas	66219	(913) 712-0505
914	KC FITNESS 4, LLC	20144 W 153RD ST	OLATHE	Kansas	66062-9131	(913) 274-1415
531	KC FITNESS 2, LLC	13621 METCALF AVE	OVERLAND PARK	Kansas	66223-1206	(913) 213-1012
514	MSM3 FITNESS, LLC	9538 NALL AVE	OVERLAND PARK	Kansas	66207-2950	(913) 440-0010
1297	ORIGINAL TRAINING FRANCHISE, LLC	11900 SHAWNEE MISSION PKWY	SHAWNEE	Kansas	66216-1865	(913) 717-5999
589	WAYMAN FITNESS I, INC.	1423 N WEBB RD	WICHITA	Kansas	67206-3431	(316) 440-4640
590	WAYMAN FITNESS II, INC.	2835 N MAIZE RD	WICHITA	Kansas	67205-7395	(316) 239-6348
1546	WAYMAN FITNESS III, INC.	645 E DOUGLAS AVE	WICHITA	Kansas	67202-3557	(316) 867-0787
1218	INMI, LLC	760 CAMPBELL LANE	BOWLING GREEN	Kentucky	42104-1085	(270) 957-8866
1394	S&C FITNESS V, LLC	3453 VALLEY PLAZA PKWY	FORT WRIGHT	Kentucky	41017-8176	(859) 297-7377
178	DSC FITNESS, LLC	2369 RICHMOND RD	LEXINGTON	Kentucky	40502-1307	(859) 898-1077
1503	FOUNTAINS OF FITNESS LLC	3880 Fountain Blue Lane	LEXINGTON	Kentucky	40513	(859) 300-0114
1086	THE SUMMIT OF FITNESS IN LEXINGTON LLC	4040 FINN WAY	LEXINGTON	Kentucky	40517-8366	(859) 402-1020

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
1232	DAVIS FITNESS BROWNSBORO INC.	4164 SUMMIT PLAZA DR	LOUISVILLE	Kentucky	40241-8104	(502) 333-9310
171	DAVIS FITNESS STUDIO I INC.	116 SEARS AVE	LOUISVILLE	Kentucky	40207-5014	(502) 259-9199
399	DAVIS FITNESS STUDIO II INC.	13317 SHELBYVILLE RD	LOUISVILLE	Kentucky	40223-3991	(502) 242-3385
868	DAVIS FITNESS STUDIO III INC	918 BAXTER AVE	LOUISVILLE	Kentucky	40204-2066	(502) 968-1400
505	S&C FITNESS II, L.L.C.	185 PAVILION PKWY	NEWPORT	Kentucky	41071-2891	(859) 838-4555
1492	MAR10, LLC	2490 Calumet Trace	OWENSBORO	Kentucky	42303	(270) 228-3938
1118	S&C FITNESS III, LLC	9031 US HIGHWAY 42	UNION	Kentucky	41091-7196	(513) 205-6763
930	GREEN TIGERS LLC	14650 VILLAGE MARKET ST	BATON ROUGE	Louisiana	70817-7498	(225) 412-0455
1024	GREEN TIGERS2 LLC	660A ARLINGTON CREEK CENTRE BLVD	BATON ROUGE	Louisiana	70820	(225) 590-3400
597	TRI-POWER RED STICK #1, L.L.C.	2373 TOWNE CENTER BLVD	BATON ROUGE	Louisiana	70806-8172	(225) 424-5000
1515	GREEN TIGERS3 LLC	577 HWY 30	GONZALES	Louisiana	70737	(225) 238-3033
775	CONNECTOME & ASSOCIATES LLC	109 OLD CAMP RD	LAFAYETTE	Louisiana	70508-7299	(337) 735-1877
1047	108 OTC LLC	5685 Nelson Rd	LAKE CHARLES	Louisiana	70605-5208	(337) 735-2474
929	HAWTHORNE NOLA3 LLC	3549 HIGHWAY 190	MANDEVILLE	Louisiana	70471-3138	(985) 302-0668
1249	HAWTHORNE NOLA5 LLC	3620 HESSMER AVE	METAIRIE	Louisiana	70002	(504) 313-3839
295	HAWTHORNE NOLA1, LLC	4141 BIENVILLE ST	NEW ORLEANS	Louisiana	70119-5149	(504) 408-2602
493	HAWTHORNE NOLA2, LLC	5300 TCHOUPITOULAS ST	NEW ORLEANS	Louisiana	70115-1936	(504) 308-1232
770	KMM FITNESS IV LLC	1370 E 70TH ST	SHREVEPORT	Louisiana	71105-4924	(318) 716-7776
847	DKBL ABUTILON, LLC	23 MARGINAL WAY STE 5	PORTLAND	Maine	04101-1972	(207) 536-5833
1055	TITHONIA, LLC	364 MAINE MALL RD	PORTLAND	Maine	04106-3206	(207) 376-9100
1366	DK 2 LLC	95 ROCK ROW STE 130	WESTBROOK	Maine	04092	(207) 560-3503
1037	ANNAPOLIS FITNESS PARTNERS,LLC	2645 HOUSLEY RD	ANNAPOLIS	Maryland	21401-7651	(954) 684-8228
1325	CHARM CITY FITNESS PARTNERS, LLC	101 W. Cross St	BALTIMORE	Maryland	21230-3649	(443) 951-4927
575	INNER HARBOR FITNESS PARTNERS, LLC	1415 ALICEANNA ST	BALTIMORE	Maryland	21231-2807	(410) 675-1201
1131	TEAM BEL AIR, LLC	331 BALTIMORE PIKE	BEL AIR	Maryland	21014-4577	(443) 829-7515
1036	BETHESDA FITNESS PARTNERS, LLC	7955 WOODMONT AVE	BETHESDA	Maryland	20814	(301) 500-0997

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82	CLARKSBURG FITNESS PARTNERS, LLC	22750 NEWCUT RD	CLARKSBURG	Maryland	20871	(443) 927-9100
1194	COLLEGE PARK FITNESS LLC	8321 BALTIMORE AVE	COLLEGE PARK	Maryland	20740-2542	(240) 667-7226
839	POTAMAC FITNESS PARTNERS, LLC	6181 OLD DOBBIN LN	COLUMBIA	Maryland	21045-5935	(443) 393-7778
1039	114 YEARS, LLC	7820 WORMANS MILL RD	FREDERICK	Maryland	21701-3037	(240) 750-6090
81	KENTLANDS FITNESS PARTNERS, LLC	622 CENTER POINT WAY	GAITHERSBURG	Maryland	20878-6470	(301) 250-1060
1327	CHEASAPEAKE FITNESS PARTNERS LLC	2515 EVERGREEN RD	GAMBRILLS	Maryland	21054	(443) 951-4732
576	HUNT VALLEY FITNESS PARTNERS, LLC	118 SHAWAN RD	HUNT VALLEY	Maryland	21030-1318	(410) 777-8836
1301	TEAM PERRY HALL, LLC	7902 HONEYGO BLVD	NOTTINGHAM	Maryland	21236	(443) 973-6896
290	OLNEY FITNESS PARTNERS, LLC	18205 HILLCREST AVE	OLNEY	Maryland	20832-1422	(443) 221-6700
1038	BALTIMORE FITNESS PARTNERS, LLC	9175 REISTERSTOWN RD	OWINGS MILLS	Maryland	21117-4503	(410) 415-1878
291	POTOMAC FITNESS PARTNERS, LLC	12435 PARK POTOMAC AVE	POTOMAC	Maryland	20854-7026	(301) 265-5050
1195	ROCKVILLE FITNESS PARTNERS LLC	1601 ROCKVILLE PIKE	ROCKVILLE	Maryland	20852-1610	(240) 380-3311
927	MAMMOTH FITNESS MD, LLC	8455 FENTON ST	SILVER SPRING	Maryland	20910-4995	(301) 798-7433
865	JD FAMILY FITNESS ENTERPRISES 1 LLC	228 WASHINGTON ST	ATTLEBORO	Massachusetts	02703	(508) 916-6903
1224	SDA ONE, LLC	280 TRAPELO RD	BELMONT	Massachusetts	02478-1850	(617) 600-0033
285	BISH 2 MERGE LLC	10 SAINT JAMES AVE	BOSTON	Massachusetts	02116-3813	(617) 936-4890
135	BISH ONE MERGE LLC-0135	375 MARKET ST	BRIGHTON	Massachusetts	02135-2754	(617) 208-8378
524	BURLINGTON FITNESS ACQUISTION, LLC	112 MALL RD	BURLINGTON	Massachusetts	01803-5357	(781) 552-3838
780	BISH THREE, LLC	270 3RD ST	CAMBRIDGE	Massachusetts	02142-1274	(617) 714-5280
816	JDH FITNESS INC	80 BEHARRELL ST	CONCORD	Massachusetts	01742-1739	(978) 776-6434
689	HH FITNESS DANVERS, LLC	35 INDEPENDENCE WAY	DANVERS	Massachusetts	01923-5535	(978) 381-4332
443	THREE BLIND MICE LLC	610 PROVIDENCE HWY	DEDHAM	Massachusetts	02026-6804	(617) 307-7260
1125	SILVERSTRAND FITNESS 1, LLC	434 N MAIN ST	EAST LONGMEADOW	Massachusetts	01028-1850	(413) 930-4500

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1126	SILVERSTRAND FITNESS 2 , LLC	7 S MAPLE ST	HADLEY	Massachusetts	01035-3537	(413) 642-2300
1199	NAHOM BRAVO, LLC	2057 WASHINGTON ST	HANOVER	Massachusetts	02339	(781) 561-1606
632	IRISH CROSSINGS I LLC	15 SHIPYARD DR	HINGHAM	Massachusetts	02043-1662	(781) 328-1800
916	NAHOM ALPHA , LLC	160 SUMMER ST	KINGSTON	Massachusetts	02364-1226	(781) 209-5090
617	FITNESS CAPITAL VENTURES, LLC	42 BOSTON POST RD W	MARLBOROUGH	Massachusetts	01752-1827	(508) 762-1808
1040	BERRY FITNESS LLC	67 MAIN ST	MEDWAY	Massachusetts	02053-1817	(508) 669-7879
1025	DREAMITUP, LLC	90 PLEASANT VALLEY ST	METHUEN	Massachusetts	01844-7212	(978) 620-5850
401	QIG FITNESS NATICK LLC	21 MAIN ST	NATICK	Massachusetts	01760-4505	(508) 455-5524
906	CAMFIT NORTH ANDOVER LLC	554 TURNPIKE ST	NORTH ANDOVER	Massachusetts	01845-5812	(978) 494-0906
565	DELUCA FIT, LLC	21 CHESTNUT ST	QUINCY	Massachusetts	02169-5342	(617) 221-4045
776	HH FITNESS READING, LLC	265 MAIN ST	READING	Massachusetts	01867	(978) 276-4385
945	SIMPLE VENTURES 2, LLC	749 BROADWAY	SAUGUS	Massachusetts	01906-3207	(781) 819-2444
822	JD FAMILY FITNESS ENTERPRISES 2, LLC	193 BOSTON TPKE	SHREWSBURY	Massachusetts	01545-2549	(508) 365-1400
897	SOMERVILLE FITNESS ACQUISITION, LLC	383 REVOLUTION DR	SOMERVILLE	Massachusetts	02145-1553	(617) 702-4426
1231	PARAGON VENTURES LLC	534 BOSTON POST RD	SUDBURY	Massachusetts	01776	(978) 822-1207
633	IRISH CROSSINGS II LLC	450 PARADISE RD	SWAMPSCOTT	Massachusetts	01907-1471	(781) 356-6588
870	MK FITNESS, LLC	985 OLD POST RD	WALPOLE	Massachusetts	02081	(508) 505-4213
846	QIG FITNESS WALTHAM LLC	500 TOTTEN POND RD	WALTHAM	Massachusetts	02451-1916	(781) 786-3145
1058	PAR FIT LLC	56 CENTRAL ST	WELLESLEY	Massachusetts	02482-5806	(781) 938-0028
888	SIMPLE VENTURES, LLC	160 LITTLETON RD	WESTFORD	Massachusetts	01886-3190	(978) 237-8936
1202	BERRY HEALTH LLC	268 WASHINGTON ST	WESTWOOD	Massachusetts	02090-1330	(781) 904-3100
1059	7 IRON LLC	348A CAMBRIDGE RD	WOBURN	Massachusetts	01801-6037	(781) 938-0028
359	ANN ARBOR FITNESS MAIN, LLC	2246 S MAIN ST	ANN ARBOR	Michigan	48103	(734) 418-6260
593	ANN ARBOR FITNESS NORTH, LLC	2643 PLYMOUTH RD	ANN ARBOR	Michigan	48105-2469	(734) 881-9669
231	L5 FITNESS MICHIGAN, LLC	633 S ADAMS RD	BIRMINGHAM	Michigan	48009-6844	(248) 712-4548
911	BRIGHTON FITNESS, LLC	8491 W GRAND RIVER AVE	BRIGHTON	Michigan	48116-2381	(810) 360-2448
147	MBCS GROUP, LLC	41818 FORD RD	CANTON	Michigan	48187-3600	(734) 844-6100
675	L5 FITNESS MICHIGAN, LLC - 0675	39690 W 14 MILE RD	COMMERCE TOWNSHIP	Michigan	48390-3910	(248) 716-3710

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1046	RMS FITNESS LLC	22001 MICHIGAN AVE	DEARBORN	Michigan	48124-2352	(313) 986-1000
1239	L5 FITNESS MICHIGAN, LLC	2911 W GRAND BLVD	DETROIT	Michigan	48202-2697	(248) 730-2227
243	LANSING FITNESS, LLC	4790 S HAGADORN RD	EAST LANSING	Michigan	48823-6810	(517) 885-3150
786	L5 FITNESS MICHIGAN, LLC - 0786	31229 W 14 MILE RD	FARMINGTON HILLS	Michigan	48334	(248) 579-4844
1170	L AND S 2018, LLC	12821 S SAGINAW ST	GRAND BLANC	Michigan	48439-1870	(810) 344-4143
1064	HEDGE FITNESS, LLC	2052 E BELTLINE AVE NE	GRAND RAPIDS	Michigan	49525-9716	(616) 818-7220
1575	BGH DEVELOPMENT, LLC	4506 IVANREST AVE SW	GRANDVILLE	Michigan	49418	(616) 369-7060
905	L5 FITNESS MICHIGAN, LLC-0905	20853 MACK AVE	GROSSE POINTE WOODS	Michigan	48236-1456	(313) 960-4445
1120	JPT DEVELOPMENT LLC	12365 JAMES ST	HOLLAND	Michigan	49424-7602	(616) 377-4911
944	AHRLELMG LLC	1750 S DRAKE RD	KALAMAZOO	Michigan	49006-5761	(269) 276-0888
1380	L5 Fitness Michigan, LLC - 1380	17613 HALL RD	MACOMB	Michigan	48044-4152	(586) 533-5934
488	L5 FITNESS MICHIGAN, LLC	39725 TRADITIONS DR	NORTHVILLE	Michigan	48168-9497	(248) 468-1604
1044	JAJK, LLC	3067 S BALDWIN RD	ORION TOWNSHIP	Michigan	48359-1028	(248) 232-2550
1584	LHPH, LLC	622 N LAPEER RD	OXFORD	Michigan	48371-3614	(248) 710-0420
1215	GRAND FITNESS GROUP, LLC	3762 W CENTRE AVE	PORTAGE	Michigan	49024	(269) 286-8816
422	SKT, LLC	1470 N ROCHESTER RD	ROCHESTER	Michigan	48307-1188	(248) 237-6720
1019	L5 FITNESS MICHIGAN, LLC	905B S MAIN ST	ROYAL OAK	Michigan	48067-3238	(248) 733-3344
1381	L5 Fitness Michigan, LLC - 1381	30283 WOODWARD AVE	ROYAL OAK	Michigan	48073	(248) 257-5877
600	ALH, LLC	50560 SCHOENHERR RD	SHELBY TOWNSHIP	Michigan	48315-3134	(586) 270-5117
1596	CHL FITNESS LLC	22335 PONTIAC TRL	SOUTH LYON	Michigan	48178-1658	(248) 719-6160
489	L5 FITNESS MICHIGAN, LLC	3624 ROCHESTER RD	TROY	Michigan	48083-5213	(248) 864-2190
175	GO FORWARD BRANDS L.L.C.	15624 PILOT KNOB RD	APPLE VALLEY	Minnesota	55124-7870	(952) 683-1440
1434	CHAMPLIN BROOKLYN PARK FITNESS, LLC	9774 SCHREIBER TER	BROOKLYN PARK	Minnesota	55445-2695	(763) 280-5114
961	BURNSVILLE FITNESS LLC	1008 COUNTY ROAD 42 W	BURNSVILLE	Minnesota	55337	(952) 277-1100
281	SNC PUSH-UP FITNESS L.L.C.	460 LAKE DR	CHANHASSEN	Minnesota	55317-5004	(952) 777-4243
976	COON RAPIDS FITNESS, LLC	12617 RIVERDALE BLVD NW	COON RAPIDS	Minnesota	55448-1260	(763) 244-1994
1069	COTTAGE GROVE FITNESS LLC	8621 E POINT DOUGLAS RD S	COTTAGE GROVE	Minnesota	55016-4086	(612) 276-6701

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788	EAGAN FITNESS, LLC	3325 CENTRAL PARK VILLAGE DR	EAGAN	Minnesota	55121-7707	(651) 705-0300
176	SNC STEP-UP FITNESS L.L.C.	8264 COMMONWEALTH DR	EDEN PRAIRIE	Minnesota	55344-5365	(952) 232-1809
276	HAPPY TIME SURFSIDE, INC.	3523 W 70TH ST	EDINA	Minnesota	55435-4217	(612) 930-4630
24	GO FAR, INC.	8121 WEDGEWOOD LN N	MAPLE GROVE	Minnesota	55369-9401	(763) 657-1313
693	BMO FITNESS L.L.C.	3095 WHITE BEAR AVE N	MAPLEWOOD	Minnesota	55109-1328	(651) 998-2219
277	MINNESOTA FITNESS SOLUTIONS, INC.	411 WASHINGTON AVE N	MINNEAPOLIS	Minnesota	55401-1301	(612) 217-8665
978	MINNETONKA WAYZATA FITNESS, LLC	4703 COUNTY ROAD 101	MINNETONKA	Minnesota	55345-2634	(952) 444-9693
17	ORANGE FITNESS, LLC	2700 ANNAPOLIS CIR N	PLYMOUTH	Minnesota	55441-2504	(763) 300-3447
960	RICHFIELD FITNESS LLC	1635 E 66TH ST	RICHFIELD	Minnesota	55423	(612) 503-4422
1141	PEACH PERFECT LLC	1008 APACHE MALL	ROCHESTER	Minnesota	55902-2126	(507) 261-9012
973	KBM FITFAM L.L.C.	2195 SNELLING AVE N	ROSEVILLE	Minnesota	55113-4201	(651) 237-4444
974	BKM FITNESS L.L.C.	850 GRAND AVE	SAINT PAUL	Minnesota	55105-3397	(651) 364-6888
177	GO FORWARD BRANDS 3 L.L.C.	1451 ADAMS ST	SHAKOPEE	Minnesota	55379-2697	(612) 999-1555
977	ST. LOUIS PARK FITNESS, LLC	5602 CEDAR LAKE RD S	ST LOUIS PARK	Minnesota	55416-1537	(952) 222-3984
1554	STILLWATER FITNESS, LLC	2030 MARKET DR	STILLWATER	Minnesota	55082-7523	(651) 294-6300
825	ST CLOUD FITNESS MN LLC	110 2ND ST S	WAITE PARK	Minnesota	56387-1367	(320) 270-7000
351	WOODBURY FITNESS LLC	530 WOODBURY DR	WOODBURY	Minnesota	55125-5814	(612) 326-1234
995	TRI-POWER HUB CITY, LLC	109 S 31ST AVE	HATTIESBURG	Mississippi	39401-7134	(601) 651-3100
626	EPOC FITNESS VENTURE II, LLC	120 DISTRICT BLVD	JACKSON	Mississippi	39211-6382	(601) 714-8060
625	EPOC FITNESS VENTURE, LLC	111 COLONY CROSSING WAY	MADISON	Mississippi	39110-6833	(601) 707-9202
791	FREEVIE 2016 LLC	5155 GOODMAN RD	OLIVE BRANCH	Mississippi	38654-8206	(662) 932-0100
444	HH OXFORD LLC	1801 JACKSON AVE W	OXFORD	Mississippi	38655-4464	(662) 380-5149
1130	MISSFIT, LLC	401 UNIVERSITY DR	STARKVILLE	Mississippi	39759-2961	(662) 268-2310
186	OTF CLAYTON LLC	1674 CLARKSON RD	CHESTERFIELD	Missouri	63017-4601	(314) 384-9025
640	ALMR TWO, LLC	3103 W BROADWAY	COLUMBIA	Missouri	65203-0498	(573) 381-0388
1368	WOLVRINE ENTERPRISES LLC	11943 MANCHESTER RD	DES PERES	Missouri	63131-4502	(314) 646-8691
452	L5 FITNESS MISSOURI, LLC	15949 MANCHESTER RD	ELLISVILLE	Missouri	63011-2140	(314) 300-6996
724	LCK INDUSTRIES, LLC	528 OLD SMIZER MILL RD	FENTON	Missouri	63026-3538	(636) 203-8424

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989	HIIT MO, L.L.C.	6006 NW 63RD TER	KANSAS CITY	Missouri	64151-3326	(816) 945-6551
1167	MSM3 FITNESS KANSAS CITY, LLC	1706 BALTIMORE AVE	KANSAS CITY	Missouri	64108	(816) 659-1055
734	MSM3 FITNESS KS, LLC	6236 MAIN ST	KANSAS CITY	Missouri	64113-1618	(816) 656-8390
639	ALMR ONE, LLC	6307 RONALD REAGAN DR	LAKE ST LOUIS	Missouri	63367-2681	(636) 614-4040
532	KC FITNESS 3, LLC	910 NW BLUE PKWY	LEES SUMMIT	Missouri	64086-5987	(816) 944-3222
949	HIIT LIBERTY, L.L.C.	117 S STEWART RD	LIBERTY	Missouri	64068-4201	(816) 368-1277
737	L5 FITNESS MISSOURI, LLC	1650 BEALE ST	SAINT CHARLES	Missouri	63303-4326	(314) 250-1037
1035	1776 LLC	11457 OLIVE BLVD	SAINT LOUIS	Missouri	63141-7108	(314) 685-8846
723	CONCORD FITNESS MO, LLC.	12434 TESSON FERRY RD	SAINT LOUIS	Missouri	63128-2702	(314) 649-5050
191	INVICTUS HOLDINGS, LLC	9434 MANCHESTER RD	SAINT LOUIS	Missouri	63119-1428	(314) 736-1170
451	L5 FITNESS MISSOURI, LLC	4653 LINDELL BLVD	SAINT LOUIS	Missouri	63108-3701	(314) 590-3702
187	OTF CREVE COEUR LLC	10277 CLAYTON RD	SAINT LOUIS	Missouri	63124-1115	(314) 272-0641
740	L5 FITNESS MISSOURI, LLC	6201 MID RIVERS MALL DR	SAINT PETERS	Missouri	63304-1102	(636) 628-2457
784	ZONE FITNESS LLC	2862 S GLENSTONE AVE	SPRINGFIELD	Missouri	65804-3716	(417) 633-7133
721	BIL-ORANGE, LLC	824 SHILOH CROSSING BLVD	BILLINGS	Montana	59102-7379	(406) 656-1144
720	BOZ-ORANGE, LLC	1040 FOWLER AVE	BOZEMAN	Montana	59718-4164	(406) 577-3000
707	RIVER CITY FITNESS, LLC	3624 BROOKS ST	MISSOULA	Montana	59801-7337	(406) 552-1510
946	LINCOLN BURN 1, LLC	8601 S 30TH ST	LINCOLN	Nebraska	68516-5956	(402) 480-6450
1371	LINCOLN BURN 2, LLC	7811 PIONEERS BLVD	LINCOLN	Nebraska	68506-4627	(402) 480-6292
1043	MZ STRONG 2, LLC	302 S 11TH ST	OMAHA	Nebraska	68102-1808	(402) 915-0042
410	OMAHA FIT 1, LLC	16909 BURKE ST	OMAHA	Nebraska	68118-2268	(402) 281-0950
497	OMAHA FIT 2, LLC	14450 EAGLE RUN DR	OMAHA	Nebraska	68116-1457	(402) 704-7003
820	OMAHA FIT 3, LLC	159 N 78TH ST	OMAHA	Nebraska	68114-3644	(402) 281-2555
1042	MZ STRONG 1, LLC	9820 S 71ST PLZ	PAPILLION	Nebraska	68133-2251	(402) 915-0111
223	LVE FITNESS LLC	691 MARKS ST	HENDERSON	Nevada	89014-8611	(702) 850-2511
142	OTLV1, LLC	10271 S EASTERN AVE	HENDERSON	Nevada	89052-3978	(770) 686-5352
440	CENTENNIAL FITNESS LLC	8431 FARM RD	LAS VEGAS	Nevada	89131-8310	(702) 948-9029
858	ELM THREE LLC	4245 S GRAND CANYON DR	LAS VEGAS	Nevada	89147-7164	(702) 420-2142
76	LV FITNESS SUMMERLIN, LLC	9326 W SAHARA AVE	LAS VEGAS	Nevada	89117-8811	(702) 910-4445
439	MOUNTAINS EDGE FITNESS LLC	8085 BLUE DIAMOND RD	LAS VEGAS	Nevada	89178-9315	(702) 660-9246

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729	OTLV3, LLC	740 DORRELL LN STE 170-180	NORTH LAS VEGAS	Nevada	89086-1010	(702) 329-9179
490	HH NW RENO LLC	1575 ROBB DR	RENO	Nevada	89523-3526	(775) 800-5515
491	HH SOUTH RENO LLC	8056 S VIRGINIA ST	RENO	Nevada	89511-8950	(775) 800-2308
1604	DMS FITNESS LLC	5318 SPARKS BLVD STE 100	SPARKS	Nevada	89436-8257	(775) 229-4145
663	COSMIA, LLC	121 S RIVER RD	BEDFORD	New Hampshire	03110-6753	(603) 347-8002
1367	DK 1 LLC	80 STORRS ST	CONCORD	New Hampshire	03301-4837	(603) 783-5628
959	FYF FITNESS, LLC	30 MAIN ST	LONDONDERRY	New Hampshire	03053-3152	(603) 434-6833
1057	TRILLIUM FITNESS, LLC	545 HOOKSETT RD	MANCHESTER	New Hampshire	03104-2654	(603) 686-8402
468	AGASTACHE, LLC	104 SPIT BROOK RD	NASHUA	New Hampshire	03062-2868	(603) 413-8757
592	PERSONAL BEST, LLC	2454 LAFAYETTE RD	PORTSMOUTH	New Hampshire	03801-5619	(603) 686-8287
647	VANDAVAL , INC.	236 N BROADWAY	SALEM	New Hampshire	03079-2191	(603) 898-3300
1448	M2 BAYONNE LLC	189 E 22ND ST	BAYONNE	New Jersey	07002-5002	(201) 515-6689
613	BIGVFITNESS, LLC	434 US HIGHWAY 202	BEDMINSTER	New Jersey	07921-1514	(908) 698-4600
717	HHH FITNESS ONE LLC	744 ROUTE 70	BRICK	New Jersey	08723	(732) 640-5480
667	ALPHA FITNESS VOORHEES LLC	929 HADDONFIELD RD	CHERRY HILL	New Jersey	08002-2734	(856) 282-1122
1137	STUDIO FITNESS IV, LLC	65 WALMART PLZ	CLINTON	New Jersey	08809-1265	(908) 520-6800
47	EPOC CL, LLC	111 VER VALEN ST	CLOSTER	New Jersey	07624-2612	(201) 279-0877
781	HUDSON FITNESS NJ 1, LLC	3130 STATE ROUTE 10	DENVILLE	New Jersey	07834-3455	(973) 282-8555
1256	PASSION ARROW INC.	1500 ALMONESSON RD	DEPTFORD	New Jersey	08096-5259	(856) 499-0502
1400	EPOC EIGHT LLC	60 RTE 17	EAST RUTHERFORD	New Jersey	07073	(201) 537-4786
45	OTF NJ ONE, LLC	725 RIVER RD	EDGEWATER	New Jersey	07020-1171	(201) 212-6388
1181	M2 WOODBRIDGE LLC	55 PARSONAGE RD	EDISON	New Jersey	08837-2480	(973) 546-7635
262	DOGWOOD VENTURES NJ TWO LLC	104 US HIGHWAY 9	ENGLISHTOWN	New Jersey	07726-8231	(732) 475-0333
795	STUDIO FITNESS II LLC	295 US HIGHWAY 202/31 S	FLEMINGTON	New Jersey	08822-1703	(908) 366-7600
718	HHH FITNESS TWO LLC	4345 HIGHWAY 9 STE 24	FREEHOLD	New Jersey	07728-4215	(848) 444-1085

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
46	OTF NJ TWO LLC	502 NORTH AVE	GARWOOD	New Jersey	07027-1017	(908) 737-1390
261	EPOC EB, LLC	450 HACKENSACK AVE	HACKENSACK	New Jersey	07601-6312	(201) 450-9663
706	M2 JERSEY CITY LLC	475 WASHINGTON BLVD	JERSEY CITY	New Jersey	07310-2118	(973) 318-9189
794	STUDIO FITNESS LLC	84 E MAIN ST	MENDHAM	New Jersey	07945-1800	(973) 813-9995
542	MIDDLETOWN FITNESS, LLC	846 STATE ROUTE 35	MIDDLETOWN	New Jersey	07748-4203	(908) 738-1200
1208	EPOC SEVEN LLC	290 MILLBURN AVE	MILLBURN	New Jersey	07041-1622	(973) 315-8870
1054	EPOC FOUR LLC	44 FARM VW	MONTVALE	New Jersey	07645-1865	(201) 285-7818
327	HESS FITNESS LLC	400 W ROUTE 38	MOORESTOWN	New Jersey	08057-3299	(856) 581-4801
170	MORFITNESS LLC	191 E. HANOVER AVENUE	MORRISTOWN	New Jersey	07960	(407) 915-3373
169	MORRIS FITNESS LLC	1260 SPRINGFIELD AVE	NEW PROVIDENCE	New Jersey	07974-1955	(908) 458-9353
668	ALPHA FITNESS STUDIO LLC	764 SHOPPES BLVD	NORTH BRUNSWICK	New Jersey	08902-2775	(732) 979-2447
782	HUDSON FITNESS NJ 2, LLC	38 WATERVIEW BLVD	PARISPPANY	New Jersey	07054	(973) 559-6100
1571	M2 JERSEY CITY 2 LLC	1 Park View Ave	PAULUS HOOK	New Jersey	07302-8319	(201) 535-4558
378	EMPIRE STUDIO 378 LLC	640 NASSAU PARK BLVD	PRINCETON	New Jersey	08540-5949	(609) 474-0090
1207	EPOC SIX LLC	15 INTERSTATE SHOP CTR	RAMSEY	New Jersey	07446-1130	(201) 749-4282
969	OMD FITNESS, LLC	691 US 130 E	ROBBINSVILLE	New Jersey	08691	(609) 380-3308
1268	HUDSON FITNESS NJ 4, LLC	395 MOUNT HOPE AVE	ROCKAWAY	New Jersey	07866-1661	(973) 315-5155
1087	LOCK MANAGEMENT INC.	380 EGG HARBOR RD	SEWELL	New Jersey	08080-3152	(856) 454-2015
543	MONMOUTH FITNESS, LLC	460 SHREWSBURY PLZ	SHREWSBURY	New Jersey	07702-4382	(908) 345-2066
614	M3 FITNESS, LLC	1320 Van Horne Road	SKILLMAN	New Jersey	08558	(908) 829-0244
1104	CIRCLE FITNESS LLC	882 ROUTE 22	SOMERVILLE	New Jersey	08876-1560	(201) 341-5930
992	HUDSON FITNESS NJ 3, LLC	274 Route 10	SUCCASUNNA	New Jersey	07876-1386	(973) 510-2440
348	8 STREET INVESTMENTS LLC	650 UNION BLVD	TOTOWA	New Jersey	07512-2422	(973) 500-6600
902	HAVEN MANAGEMENT, INC.	148 ROUTE 73	VOORHEES	New Jersey	08043-9514	(856) 504-8286
1563	EMPIRE WARREN LLC	177 Washington Valley Rd	WARREN	New Jersey	07059-7210	(908) 864-5293
1206	EPOC FIVE LLC	1160 HAMBURG TPKE	WAYNE	New Jersey	07470-5085	(888) 554-4995
1328	EMPIRE STUDIO 1328 LLC	895 BLOOMFIELD AVE	WEST CALDWELL	New Jersey	07006-7102	(862) 343-5870
61	ORANGE ENERGY-NJ, LLC	352 PRINCETON HIGHTSTOWN RD	WEST WINDSOR	New Jersey	08550-3130	(609) 799-4561
1209	EMPIRE WYCKOFF LLC	327 FRANKLIN AVE	WYCKOFF	New Jersey	07481	(201) 355-3532

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566	L5 FITNESS NEW MEXICO, LLC	6361 RIVERSIDE PLAZA LN NW	ALBUQUERQUE	New Mexico	87120-2644	(505) 633-8009
567	L5 FITNESS NEW MEXICO, LLC	8850 HOLLY AVE NE	ALBUQUERQUE	New Mexico	87122-2985	(505) 633-8048
569	L5 FITNESS NEW MEXICO, LLC	5010 CUTLER AVE NE	ALBUQUERQUE	New Mexico	87110-4099	(505) 359-7011
568	L5 FITNESS NEW MEXICO, LLC	516 W CORDOVA RD	SANTA FE	New Mexico	87505-1844	(505) 395-7100
385	MJP ALBANY, LLC	1704 WESTERN AVE	ALBANY	New York	12203-4301	(518) 992-4910
547	92 FITNESS CREW NEW YORK 4, LLC	3157 31ST ST	ASTORIA	New York	11106-2593	(718) 962-0800
1562	92 FITNESS CREW NY7 LLC	22-56 31 ST	ASTORIA	New York	11105	(917) 814-6272
938	1QUEENFITNESS LLC	4119 BELL BLVD	BAYSIDE	New York	11361-2858	(347) 382-9099
246	LEAD3, LLC	4041B HEMPSTEAD TPKE	BETHPAGE	New York	11714-5602	(516) 597-4740
218	92 FITNESS CREW NEW YORK 1, LLC	248 FLATBUSH AVE	BROOKLYN	New York	11217-2820	(718) 475-9452
269	92 FITNESS CREW NEW YORK 2, LLC	157 KENT AVE	BROOKLYN	New York	11249-3124	(917) 201-7014
546	92 FITNESS CREW NEW YORK 3, LLC	186 MONTAGUE ST	BROOKLYN	New York	11201-3606	(917) 201-7013
1600	92 FITNESS CREW NY8 LLC	7821 Third Ave	BROOKLYN	New York	11209	(404) 849-2455
1174	OTB2NY, LLC	485 KINGS HWY	BROOKLYN	New York	11223-1809	(347) 696-8544
458	BOULEVARD FITNESS, LLC	1551 NIAGARA FALLS BLVD	BUFFALO	New York	14228-2703	(716) 970-4441
259	OTF BUFFALO I, LLC	3701 MCKINLEY PKWY	BUFFALO	New York	14219-2695	(716) 338-4630
69	TRANSIT FITNESS, LLC	8242 TRANSIT RD	BUFFALO	New York	14221-2820	(716) 200-1350
146	ARDCORE, LLC	211 GLEN COVE RD	CARLE PLACE	New York	11514-1220	(516) 268-6272
1379	OTF BUFFALO II, LLC	4900 Transit Rd.	CHEEKTOWAGA	New York	14043	(716) 247-5005
386	MJP SARATOGA, LLC	54 CROSSING BLVD	CLIFTON PARK	New York	12065-4100	(518) 644-4757
830	ADL3, LLC	328 E MAIN ST	EAST ISLIP	New York	11730-2820	(631) 759-4266
601	EM FITNESS, LLC	2314A HEMPSTEAD TPKE	EAST MEADOW	New York	11554-2041	(516) 301-5909
16	ENP FITNESS LLC	4000 JERICHO TPKE	EAST NORTHPORT	New York	11731-6285	(631) 499-4500
1009	FD FITNESS LLC	253 AIRPORT PLAZA BLVD	FARMINGDALE	New York	11735-3940	(631) 386-8088
939	2QUEENFITNESS LLC	37-12 PRINCE ST	FLUSHING AT TANGRAM	New York	11354	(917) 672-3611
1061	FIT4U, LLC	107-14 70TH RD	FOREST HILLS	New York	11375	(718) 701-6070

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789	RADCORE, LLC	2333 JERICHO TPKE	GARDEN CITY PARK	New York	11040-4709	(516) 564-2000
1160	GREENVALE FITNESS LLC	61 GLEN COVE RD	GREENVALE	New York	11548-1007	(516) 535-0900
329	HWLT FITNESS LLC	1312 BROADWAY	HEWLETT	New York	11557-2113	(516) 307-4777
1449	FIT4LIFE NYC LLC	15640 CROSSBAY BLVD	HOWARD BEACH	New York	11414-2745	(718) 514-2086
1133	ITHACA FITNESS, LLC	614 S MEADOW ST	ITHACA	New York	14850-5381	(607) 252-4811
1221	MJP FITNESS LLC	800 LOUDON RD	LATHAM	New York	12110	(518) 992-4910
835	NORTH SYRACUSE FITNESS, LLC	3881 STATE ROUTE 31	LIVERPOOL	New York	13090-1000	(315) 930-4424
1334	92 FITNESS CREW NY6, LLC	2110 44TH DR	LONG ISLAND CITY	New York	11101-4710	(718) 881-8111
725	PFM WC-1, LLC	811 MAMARONECK AVE	MAMARONECK	New York	10543-2067	(914) 893-6100
158	ASHA3, LLC	4914 MERRICK RD	MASSAPEQUA PARK	New York	11762-3803	(516) 590-7676
328	CIC FIT I, LLC	500 WALT WHITMAN RD	MELVILLE	New York	11747-2109	(631) 683-8311
59	MRK FITNESS LLC	1976 MERRICK RD	MERRICK	New York	11566-4634	(516) 299-9901
1178	MONROE FITNESS LLC	300 LARKIN DR	MONROE	New York	10950-4929	(914) 417-8672
692	EU VORTEX V LLC	222 E MAIN ST	MOUNT KISCO	New York	10549-2951	(914) 227-2757
656	EU VORTEX I, LLC	27 ROCKLAND PLZ	NANUET	New York	10954-2209	(845) 367-7721
658	EU VORTEX III, LLC	195 S MAIN ST	NEW CITY	New York	10956-3337	(845) 213-2121
1258	BMDCORE, LLC	1706 LAKEVILLE RD	NEW HYDE PARK	New York	11040-2506	(516) 858-5600
894	DOWNTOWN FITNESS PARTNERS LLC	100 WILLIAM ST	NEW YORK	New York	10038-4512	(646) 650-2122
1403	EMPIRE HELL'S KITCHEN LLC	730 9TH AVE	NEW YORK	New York	10019	(646) 650-2910
1540	EMPIRE STUDIO 1540 LLC	1180 6TH AVE	NEW YORK	New York	10036-8401	(646) 699-3757
1402	EMPIRE WEST VILLAGE LLC	391 6TH AVE	NEW YORK	New York	10014	(646) 626-4412
36	EPOC 92ND ST LLC	73 W 92ND ST	NEW YORK	New York	10025	(646) 829-9595
1401	EPOC DOWNTOWN ONE LLC	25 HUDSON ST	NEW YORK	New York	10013-3919	(646) 440-4288
35	EPOC UWS LLC	120 W 72ND ST	NEW YORK	New York	10023-3373	(646) 679-6618
1395	JM Lexington, LLC	715 LEXINGTON AVE	NEW YORK	New York	10022-2053	(646) 838-1243
1244	MIDTOWN FITNESS PARTNERS LLC	220 E 86TH ST	NEW YORK	New York	10028-3606	(646) 979-1020
912	MIDTOWN FITNESS PARTNERS, LLC	605 3RD AVE	NEW YORK	New York	10158-0180	(646) 838-1020

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34	OTF MAN ONE LLC	124 W 23RD ST	NEW YORK	New York	10011-2400	(646) 588-0133
1179	NEWBURGH FITNESS LLC	1219 ROUTE 300	NEWBURGH	New York	12550-5047	(914) 417-8672
1344	OS FITNESS LLC	3563 LONG BEACH RD	OCEANSIDE	New York	11572-5702	(516) 399-1225
1006	PA FITNESS LLC	392 W. SUNRISE HWY SOUTH SERVICE RD.	PATCHOGUE	New York	11772-1906	(631) 562-5625
1007	PORT JEFF FITNESS LLC	5040-5050 NESCONSET HWY	PORT JEFFERSON STATION	New York	11776-2576	(631) 760-1975
323	PWLI FITNESS LLC	1013 PORT WASHINGTON BLVD	PORT WASHINGTON	New York	11050-2900	(516) 302-4044
442	POUGHKEEPSIE FITNESS LLC	1895 SOUTH RD	POUGHKEEPSIE	New York	12601-6031	(845) 372-5656
70	PITTSFORD FITNESS, LLC	3340 MONROE AVE	ROCHESTER	New York	14618-4612	(585) 445-7173
1331	FIT4LIFE RBNY LLC	133 BEACH 116TH ST	ROCKAWAY PARK	New York	11694-2441	(347) 719-4040
58	OTFLI RVC, LLC	315 MERRICK RD	ROCKVILLE CENTRE	New York	11570-5325	(516) 586-6555
923	OTF ROCKY POINT LLC	217 RTE 25 A	ROCKY POINT	New York	11778	(631) 615-1975
1223	WILTON FITNESS, LLC	3065 ROUTE 50	SARATOGA SPRINGS	New York	12866-2960	(518) 245-6141
649	SAYVILLE FITNESS LLC	5640 SUNRISE HWY	SAYVILLE	New York	11782-1016	(631) 865-1515
696	SOCAL SUN LLC	1019 CENTRAL PARK AVE	SCARSDALE	New York	10583-3245	(914) 359-4567
384	MJP NISKAYUNA, LLC	3333 CONSAUL RD	SCHENECTADY	New York	12304-2263	(518) 930-0283
648	SF FITNESS LLC	3940 MERRICK RD	SEAFORD	New York	11783-2825	(516) 246-6212
1008	ST FITNESS LLC	62 E MAIN ST	SMITHTOWN	New York	11787-2804	(631) 652-6505
415	PFM SI-1, LLC	2409 RICHMOND AVE	STATEN ISLAND	New York	10314-3906	(347) 442-7020
483	PFM SI-2, LLC	1275 WOODROW RD	STATEN ISLAND	New York	10309-1725	(347) 577-9877
755	PFM WC-3, LLC	1690 HYLAN BLVD	STATEN ISLAND	New York	10305-1930	(347) 273-2133
60	STONY FITNESS LLC	2306 NESCONSET HWY	STONY BROOK	New York	11790-3504	(631) 246-1040
322	GV FITNESS LLC	103 JACKSON AVE	SYOSSET	New York	11791-3624	(516) 299-8309
834	SYRACUSE FITNESS, LLC	3150 ERIE BLVD E	SYRACUSE	New York	13214-1303	(315) 965-3555
659	EU VORTEX IV, LLC	624 WHITE PLAINS RD	TARRYTOWN	New York	10591-5104	(914) 359-6200
827	REDWING3637, LLC	150 MAIN ST	TUCKAHOE	New York	10707-2907	(914) 771-5105
915	VICTOR FITNESS, LLC	400 COMMERCE DR	VICTOR	New York	14564-9656	(585) 207-0202
1345	WR FITNESS LLC	6259 ROUTE 25A	WADING RIVER	New York	11792-2003	(561) 561-8524

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1220	BAYTOWNE FITNESS, LLC	1900 EMPIRE BLVD	WEBSTER	New York	14580-1898	(518) 992-4910
924	OTF BABYLON LLC	733 SUNRISE HWY	WEST BABYLON	New York	11704-6004	(631) 983-4272
697	3 FITNESS LLC	245 MAMARONECK AVE	WHITE PLAINS	New York	10605-1301	(914) 729-0996
993	EU VORTEX VI LLC	650 LEE BLVD	YORKTOWN HEIGHTS	New York	10598-1100	(914) 359-5515
1304	NC01-SOUTHERN PINES, LLC	11109 US 15 501 HWY	ABERDEEN	North Carolina	28315-2377	(910) 745-7996
650	SUGAR FITNESS, LLC	1816 HENDERSONVILLE RD	ASHEVILLE	North Carolina	28803-3207	(828) 610-5500
498	JACKELLE FITNESS FOUR, LLC	1204 PARKSIDE MAIN ST	CARY	North Carolina	27519-6951	(919) 234-7454
769	JOELE FITNESS SIX, LLC	107 EDINBURGH SOUTH DR	CARY	North Carolina	27511-8426	(919) 230-2544
182	JACKELLE FITNESS CHAPEL HILL, LLC	104 MEADOWMONT VILLAGE CIR	CHAPEL HILL	North Carolina	27517-7516	(919) 883-9424
1203	JACKELLE FITNESS SEVEN, LLC	1129 WEAVER DAIRY RD	CHAPEL HILL	North Carolina	27514-1541	(919) 636-7761
1201	EMPIRE STEELE CREEK LLC	14154 STEELE CREEK RD Suite 300	CHARLOTTE	North Carolina	28273-4374	(704) 444-0122
1053	EPOC THREE LLC	2907 PROVIDENCE ROAD	CHARLOTTE	North Carolina	28211	(980) 443-6425
1389	JR Word, LLC	4301 PARK RD	CHARLOTTE	North Carolina	28209-2368	(704) 885-2540
999	STUDIO FIVE CLT FITNESS, INC.	601 S KINGS DR	CHARLOTTE	North Carolina	28204-3089	(704) 412-9612
746	STUDIO FOUR CTL FITNESS, INC.	14825 BALLANTYNE VILLAGE WAY	CHARLOTTE	North Carolina	28277-4268	(704) 412-4369
1165	STUDIO NINE CLT FITNESS, INC.	1414 S TRYON ST	CHARLOTTE	North Carolina	28203-5177	(704) 885-1300
141	STUDIO ONE CLT FITNESS, LLC	8402 PARK RD	CHARLOTTE	North Carolina	28210-5801	(704) 247-6137
506	STUDIO SIX CLT FITNESS, INC.	3016B PROSPERITY CHURCH RD	CHARLOTTE	North Carolina	28269-8112	(704) 705-2377
1406	STUDIO TEN CLT FITNESS INC.	100 W 3RD ST STE C	CHARLOTTE	North Carolina	28202	(980) 580-7712
289	STUDIO THREE CLT FITNESS, INC.	2317 SOUTH BLVD	CHARLOTTE	North Carolina	28203-5007	(704) 626-7322
288	STUDIO TWO CLT FITNESS, INC.	8038 PROVIDENCE RD	CHARLOTTE	North Carolina	28277-9765	(704) 612-2102
389	KMOD FIT, LLC	20619 TORRENCE CHAPEL RD	CORNELIUS	North Carolina	28031-6395	(704) 964-2557
768	JOELE FITNESS FIVE, LLC	1843 MARTIN LUTHER KING PKWY	DURHAM	North Carolina	27707-3585	(919) 313-4168
1303	NC01-DURHAM SOUTHPOINT, LLC	202 W NC HIGHWAY 54	DURHAM	North Carolina	27713-7565	(919) 808-1051
895	ATHAYES2016, LLC	1800 SKIBO RD	FAYETTEVILLE	North Carolina	28303-3485	(910) 818-5473
654	NC01- GREENSBORO 1, LLC	1410 WESTOVER TER	GREENSBORO	North Carolina	27408-2005	(336) 346-2977

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1184	JACKELLE FITNES SIX LLC	518 GREENVILLE BLVD SE	GREENVILLE	North Carolina	27858-6757	(252) 689-8428
954	STUDIO EIGHT CLT FITNESS, INC.	4075 HARRIS SQUARE DR	HARRISBURG	North Carolina	28075-5104	(704) 464-4242
358	JOELE FITNESS SEVEN, LLC	141 GRAND HILL PL	HOLLY SPRINGS	North Carolina	27540-4415	(919) 267-1683
1535	EMPIRE EH LLC	1813 MATTHEWS TOWNSHIP PKWY	MATTHEWS	North Carolina	28105-4953	(980) 920-8151
390	ODAY FITNESS, LLC	631 BRAWLEY SCHOOL RD	MOORESVILLE	North Carolina	28117-6204	(704) 626-7515
133	JACKELLE FITNESS, LLC	1112 MARKET CENTER DR	MORRISVILLE	North Carolina	27560-7504	(919) 883-9469
266	JACKELLE FITNESS TRIANGLE, LLC	6625 FALLS OF NEUSE RD	RALEIGH	North Carolina	27615-6842	(919) 263-5668
767	JOELE FITNESS FOUR, LLC	4233 CORNERS PKWY	RALEIGH	North Carolina	27617-4309	(919) 867-4471
766	JOELE FITNESS THREE, LLC	200 PARK AT NORTH HILLS ST	RALEIGH	North Carolina	27609-2659	(984) 833-4472
420	STRENGTH OF LIFE, LLC	12646 CAPITAL BLVD	WAKE FOREST	North Carolina	27587-7484	(919) 761-7778
765	JOELE FITNESS TWO, LLC	1412 BARCLAY POINTE BLVD	WILMINGTON	North Carolina	28412-1126	(910) 550-2009
533	JOELE FITNESS, LLC	6800 PARKER FARM DR	WILMINGTON	North Carolina	28405-4196	(910) 660-0933
1183	JACKELLE FITNESS FIVE LLC	367 LOWER MALL DR	WINSTON SALEM	North Carolina	27103-1842	(336) 701-5587
615	FARGO FITNESS, LLC	4501 15TH AVE S	FARGO	North Dakota	58103-8956	(701) 369-2200
1065	GRAND FORKS FITNESS, LLC	2800 S COLUMBIA RD	GRAND FORKS	North Dakota	58201-6040	(701) 248-0043
674	FIT FOR THE RED CARPET LLC	34 N HAWKINS AVE	AKRON	Ohio	44313-6453	(330) 864-5555
1098	KSA10 LLC	2101 RICHMOND RD	BEACHWOOD	Ohio	44122-1391	(216) 307-2777
1175	FLYERS OF FITNESS LLC	2484 N FAIRFIELD RD	BEAVERCREEK	Ohio	45431-1787	(937) 986-1000
611	BUCKEYE 22 FITNESS, LLC	2224 E MAIN ST	BEXLEY	Ohio	43209-2319	(614) 360-1212
1082	ALIVE FITNESS, LLC	463 BOARDMAN POLAND RD	BOARDMAN	Ohio	44512-4907	(330) 792-7272
619	KSA9 LLC	8259 CHIPPEWA RD	BRECKSVILLE	Ohio	44141-2000	(440) 550-4614
936	DEAN MCBURNEY COMPANIES LLC	6047 GENDER RD	CANAL WINCHESTER	Ohio	43110-2014	(614) 347-1996
673	FIT FOR THE RUNWAY LLC	4342 BELDEN VILLAGE ST NW	CANTON	Ohio	44718-2514	(330) 423-1733
371	CINCY FITNESS LLC	3202 VANDERCAR WAY	CINCINNATI	Ohio	45209-1012	(513) 808-4882
1343	CINCY FITNESS THE SECOND LLC	3831 EDWARDS RD	CINCINNATI	Ohio	45209-1462	(513) 906-5550
1135	DAVIS FITNESS ANDERSON INC.	7632 BEECHMONT AVE	CINCINNATI	Ohio	45255-4202	(513) 795-8085
1393	S&C FITNESS IV, LLC	5655 HARRISON RD	CINCINNATI	Ohio	45248-1634	(513) 694-0585
904	STUDIO NUMBER THREE, LLC	8154 MONTGOMERY RD	CINCINNATI	Ohio	45236-2968	(513) 318-9342
956	KSA3 LLC	740 PROSPECT AVE E	CLEVELAND	Ohio	44115-1110	(216) 816-1105

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907	KSA8 LLC	11500 EUCLID AVE	CLEVELAND	Ohio	44106-3986	(216) 930-4546
470	FIT PATH, LLC	1009 W 5TH AVE	COLUMBUS	Ohio	43212-2637	(614) 305-7555
608	MCB FITNESS 2 LLC	6819 E BROAD ST	COLUMBUS	Ohio	43213	(614) 427-0121
1091	SHORT N FIT, LLC	977 N HIGH ST	COLUMBUS	Ohio	43201-2408	(614) 721-0031
955	TSSP, LLC	3383 N HIGH ST	COLUMBUS	Ohio	43202	(614) 481-0101
1140	YOUNG FITNESS 4, LLC	3096 KINGSDALE CTR	COLUMBUS	Ohio	43221	(614) 441-9657
1197	FIT FOR FIFTH AVENUE LLC	4161 HERITAGE CENTER DR	COPLEY	Ohio	44321-3700	(330) 268-5555
148	DOUBLE-S P, LLC	7581 SAWMILL RD	DUBLIN	Ohio	43016-9617	(614) 356-9999
709	KSA15 LLC	6505 PERIMETER DR	DUBLIN	Ohio	43016-8460	(614) 852-4222
1103	KO 2 GROUP FITNESS LLC	319 STONERIDGE LN	GAHANNA	Ohio	43230-6779	(614) 795-1088
752	BENNET GROUP FITNESS, LLC	2718 LONDON GROVEPORT RD	GROVE CITY	Ohio	43123-7931	(614) 852-4700
1176	BASSELNNATI FITNESS LLC	3397 PRINCETON RD	HAMILTON	Ohio	45011-5563	(513) 334-0511
744	KSA11 LLC	200 PARK AVE	HIGHLAND HILLS	Ohio	44122-4233	(216) 930-4800
380	YOUNG FITNESS 1, LLC	3959 BRITTON PKWY	HILLIARD	Ohio	43026-1964	(614) 721-7444
896	PRESTIGE FITNESS HUDSON, LLC	5827 DARROW RD	HUDSON	Ohio	44236-3801	(330) 595-4055
1269	KSA5 LLC	14202 DETROIT AVE	LAKEWOOD	Ohio	44107-4526	(216) 352-0782
844	YOUNG FITNESS 3, LLC	6473 PULLMAN DR	LEWIS CENTER	Ohio	43035-7377	(740) 777-9619
1336	KSA12 LLC	746 E AURORA RD	MACEDONIA	Ohio	44056-2733	(330) 413-1394
418	S&C FITNESS I, LLC	8267 ARBOR SQUARE DR	MASON	Ohio	45040-9509	(513) 445-5844
1116	CONQUER 1, LLC	1120 N COURT ST	MEDINA	Ohio	44256-1580	(330) 636-0388
829	KSA7 LLC	7519 MENTOR AVE	MENTOR	Ohio	44060-5434	(440) 290-5859
968	ORANGE GEM LLC	3645 RIGBY RD	MIAMISBURG	Ohio	45342-4981	(937) 641-8783
1295	THE SEVEN FITNESS HILLS LLC	11206 MONTGOMERY RD	MONTGOMERY	Ohio	45249	(513) 878-2400
433	KO GROUP FITNESS LLC	7340 FODOR RD	NEW ALBANY	Ohio	43054-8336	(614) 918-7038
1129	KSA4 LLC	26092 BROOKPARK RD	NORTH OLMSTED	Ohio	44070-3373	(404) 340-1229
777	KSA14 LLC	3190 CHAPPEL DR	PERRYSBURG	Ohio	43551	(419) 469-6911
1332	MCB FITNESS, LLC	10710 BLACKLICK EASTERN RD NW	PICKERINGTON	Ohio	43147	(614) 347-1996
463	KSA1 LLC	19800 CENTER RIDGE RD	ROCKY RIVER	Ohio	44116-3639	(216) 370-3277
710	PRESTIGE FITNESS, LLC	6025 KRUSE DR	SOLON	Ohio	44139-2237	(440) 399-2999

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705	REVIVE HEALTH, LLC	18105 SOUTHPARK CTR	STRONGSVILLE	Ohio	44136-9337	(440) 249-0070
683	KSA 13 LLC	3504 SECOR RD	TOLEDO	Ohio	43606-1545	(419) 586-1054
508	WALTON, LLC	7641 VOICE OF AMERICA CENTRE DR	WEST CHESTER	Ohio	45069-2795	(513) 718-2535
722	YOUNG FITNESS 2, LLC	823 POLARIS PKWY	WESTERVILLE	Ohio	43082-7509	(614) 300-2925
793	KSA2 LLC	30676 DETROIT RD	WESTLAKE	Ohio	44145-1832	(440) 772-1100
1363	KSA6 LLC	30676 DETROIT RD	WESTLAKE	Ohio	44145	(440) 467-1333
1508	YOUNG FITNESS 5, LLC	71 W WILSON BRIDGE RD	WORTHINGTON	Ohio	43085	(614) 515-4908
604	OKC FITNESS STUDIO, LLC	3325 S BOULEVARD	EDMOND	Oklahoma	73013-4808	(405) 445-0809
747	JB FITNESS LLC	825 SW 19TH ST	MOORE	Oklahoma	73160-2897	(405) 703-5259
1048	NICHOLS HILLS FITNESS STUDIO LLC	6488A AVONDALE DR	NICHOLS HILLS	Oklahoma	73116-6404	(405) 367-3166
1240	NORMAN FITNESS STUDIO LLC	3700 W ROBINSON ST	NORMAN	Oklahoma	73072-3659	(405) 217-0889
859	NWOKC FITNESS STUDIO, LLC	12220 N MACARTHUR BLVD	OKLAHOMA CITY	Oklahoma	73162-1851	(405) 878-8060
1294	OKIE FITNESS LLC	10600 S PENNSYLVANIA AVE STE 8	OKLAHOMA CITY	Oklahoma	73170-4257	(405) 642-9536
1238	CHOP FIT II LLC	705 N MAIN ST	STILLWATER	Oklahoma	74075	(405) 296-4631
803	CHOPFIT I, LLC	1551 E 15TH ST	TULSA	Oklahoma	74120-6005	(918) 900-2727
1241	KINGSPOINTE FITNESS PARTNERS LLC	6024 S YALE AVE	TULSA	Oklahoma	74135-7412	(918) 981-2204
988	SOUTH TULSA FITNESS STUDIO, LLC	9118 S SHERIDAN RD	TULSA	Oklahoma	74133-5332	(918) 612-4364
596	JM WEST BEAVERTON, LLC	3905 SW 117TH AVE	BEAVERTON	Oregon	97005-8905	(503) 512-5800
932	BEND FIT, LIMITED LIABILITY COMPANY	320 SW POWERHOUSE DR	BEND	Oregon	97702-3741	(541) 904-5123
756	ICON ACTIVE LLC	1838 NW 9TH ST	CORVALLIS	Oregon	97330-2372	(541) 716-5006
806	ICON FITNESS LLC	23 OAKWAY CTR	EUGENE	Oregon	97401-5623	(541) 636-0095
1186	JM GRESHAM, LLC	697 NW DIVISION ST	GRESHAM	Oregon	97030-5424	(503) 489-4334
510	FITZONE 2, LLC	16126 SE HAPPY VALLEY TOWN CENTER DR	HAPPY VALLEY	Oregon	97086-4256	(503) 882-0087
509	FITZONE 1 LLC	965 NE ORENCO STATION PKWY	HILLSBORO	Oregon	97124	(503) 828-3323
1198	LO FITNESS, LLC	4025 MERCANTILE DR	LAKE OSWEGO	Oregon	97035-2518	(971) 808-4700

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1187	JM MEDFORD, LLC	171 ROSSANLEY DR	MEDFORD	Oregon	97501-1783	(458) 202-1229
553	HH FITNESS OREGON CITY, LLC	395 BEAVERCREEK RD	OREGON CITY	Oregon	97045-4132	(503) 468-7243
486	ACAIBERRY, LLC	1107 NE 9TH AVE	PORTLAND	Oregon	97232-3629	(503) 946-9409
467	HOODBERRY, LLC	2195 NW RALEIGH ST	PORTLAND	Oregon	97210-2657	(503) 278-5326
336	IN THE ZONE, LLC	11800 NW CEDAR FALLS DR	PORTLAND	Oregon	97229-2779	(503) 427-1915
594	JM PEARL DISTRICT LLC	1010 NW Everett Street	PORTLAND	Oregon	97209	(503) 400-6615
1099	JM SE PORTLAND, LLC	888 SE 9TH AVE	PORTLAND	Oregon	97214-2250	(503) 373-9722
1457	JM SE POWELL LLC	3602 SE POWELL BLVD	PORTLAND	Oregon	97202-1880	(503) 836-3719
761	HH FITNESS SALEM, LLC	4405 COMMERCIAL ST SE	SALEM	Oregon	97302-3900	(971) 599-7005
335	S & H FITNESS, LLC	12268 SW SCHOLLS FERRY RD	TIGARD	Oregon	97223-3354	(503) 782-4888
511	FITZONE 3, LLC	19221 SW MARTINAZZI AVE	TUALATIN	Oregon	97062-6352	(503) 487-0002
552	HH FITNESS WEST LINN, LLC	19151 WILLAMETTE DR	WEST LINN	Oregon	97068-2019	(503) 607-8488
609	JM WILSONVILLE, LLC	29756 SW TOWN CENTER LOOP W	WILSONVILLE	Oregon	97070-7890	(503) 374-1920
1021	SAUCON FITNESS LLC	4713 W TILGHMAN ST	ALLENTOWN	Pennsylvania	18104-3211	(610) 366-0090
538	RAP VENTURES, LLC	139 W LANCASTER AVE	ARDMORE	Pennsylvania	19003-1401	(484) 258-1236
342	BLUE BELL FITNESS, LLC	1510 DEKALB PIKE	BLUE BELL	Pennsylvania	19422-3300	(610) 272-1300
732	P&L FITNESS 2, LLC	48 E RIDGE PIKE	CONSHOHOCKEN	Pennsylvania	19428-2117	(484) 773-1422
1375	VALLEY FITNESS LLC	3758 EASTON NAZARETH HWY	EASTON	Pennsylvania	18045-8340	(484) 291-1113
662	F.O.L FITNESS II, LLC	294 MAIN ST	EXTON	Pennsylvania	19341-3700	(610) 298-5400
1292	P&L FITNESS 3, LLC	101 APPLIED BANK BLVD	GLEN MILLS	Pennsylvania	19342-3501	(484) 588-5419
610	MAB MANAGEMENT, LLC	4640 HIGH POINTE BLVD	HARRISBURG	Pennsylvania	17111-2463	(717) 288-1320
1162	WB FITNESS LLC	401 MARKET ST	KINGSTON	Pennsylvania	18704-5417	(570) 794-5353
951	TC BUSINESS LANCASTER, LLC	1655 LITITZ PIKE	LANCASTER	Pennsylvania	17601-6507	(717) 925-7884
360	LANGHORNE FITNESS PARTNERS, LLC	144 N FLOWERS MILL RD	LANGHORNE	Pennsylvania	19047-1652	(215) 839-1111
1442	MAB MANAGEMENT, LLC	6416 CARLISLE PIKE	MECHANICSBURG	Pennsylvania	17050-2393	(717) 288-1243
1243	TANGERINE RETAIL VENTURES V, LLC	4145 WILLIAM PENN HWY	MONROEVILLE	Pennsylvania	15146-2662	(412) 643-3752
352	THE FITNESS SQUAD, LLC	2140 S EAGLE RD	NEWTOWN	Pennsylvania	18940-1579	(215) 957-1700
591	CENIVIVA FITNESS LLC	613 S TROOPER RD	NORRISTOWN	Pennsylvania	19403-2309	(484) 235-0596

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343	GWYNEDD FITNESS, LLC	1210 BETHLEHEM PIKE	NORTH WALES	Pennsylvania	19454-1323	(215) 643-2033
572	F.O.L. FITNESS, LLC	82 E LANCASTER AVE	PAOLI	Pennsylvania	19301-1400	(484) 674-6400
556	CENTER CITY FITNESS LLC	1625 CHESTNUT ST	PHILADELPHIA	Pennsylvania	19103-4206	(215) 543-3833
574	F.O.L. FITNESS III, LLC	3711 MARKET ST	PHILADELPHIA	Pennsylvania	19104-5504	(215) 454-2996
899	TAYLOR FITNESS, LLC	1050 N HANCOCK ST	PHILADELPHIA	Pennsylvania	19123-2345	(267) 331-4445
207	TANGERINE RETAIL VENTURES I, LLC	5841 PENN AVE	PITTSBURGH	Pennsylvania	15206-3816	(412) 362-3616
869	TANGERINE RETAIL VENTURES III, LLC	630 CHAUVET DR	PITTSBURGH	Pennsylvania	15275-1043	(412) 206-5680
1033	TANGERINE RETAIL VENTURES IV, LLC	301 S HILLS VLG	PITTSBURGH	Pennsylvania	15241-1400	(412) 275-0446
972	CENIVIVA FITNESS II LLC	1836 E RIDGE PIKE	ROYERSFORD	Pennsylvania	19468-2831	(484) 273-2733
772	P & L FITNESS 1, LLC	131 S STATE RD	SPRINGFIELD	Pennsylvania	19064-1600	(844) 683-2876
1074	MAB2 MANAGEMENT LLC	106 S ATHERTON ST	STATE COLLEGE	Pennsylvania	16801-3890	(816) 625-2026
234	F2 FITNESS, LLC	1661 EASTON RD	WARRINGTON	Pennsylvania	18976-1200	(215) 792-7952
539	5 WOOD, LLC	821 LANCASTER AVE	WAYNE	Pennsylvania	19087-2550	(610) 572-4789
741	TC BUSINESS WEST CHESTER, LLC	672 DOWNINGTOWN PIKE	WEST CHESTER	Pennsylvania	19380-2226	(484) 886-4500
312	TANGERINE RETAIL VENTURES II, LLC	12003 PERRY HWY	WEXFORD	Pennsylvania	15090-8394	(724) 400-6773
21	OTF MAIN LINE, LLC	42 PARK AVE	WILLOW GROVE	Pennsylvania	19090-3219	(215) 866-8666
1265	RYTE LLC	2791 PAPERMILL RD	WYOMISSING	Pennsylvania	19610-3329	(484) 450-8895
742	FITNESS CAPITAL VENTURES #2, LLC	4 CHAPEL VIEW BLVD	CRANSTON	Rhode Island	02920-3062	(401) 830-2812
1352	FITNESS CAPITAL VENTURES #4, LLC	1191 DIVISION ST	EAST GREENWICH	Rhode Island	02818-1688	(401) 287-2595
990	FITNESS CAPITAL VENTURES #3, LLC	563 N MAIN ST	PROVIDENCE	Rhode Island	02904-5722	(401) 369-8006
1524	JM AIKEN LLC	250 EAST GATE DR	AIKEN	South Carolina	29803	(803) 220-0100
595	HH ANDERSON LLC	1607 E GREENVILLE ST	ANDERSON	South Carolina	29621-2006	(864) 214-3060
192	ORANGE GODDESS I, LLC	975 SAVANNAH HWY	CHARLESTON	South Carolina	29407-7859	(843) 277-9036
1290	JM CLEMSON LLC	1390 TIGER BLVD	CLEMSON	South Carolina	29631-2617	(864) 618-4144
1525	JM DOWNTOWN COLUMBIA LLC	940 HARDEN ST	COLUMBIA	South Carolina	29205-1082	(803) 324-6655

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882	JM FOREST ACRES LLC	4708 FOREST DR	COLUMBIA	South Carolina	29206-3155	(803) 630-5200
881	JM NE COLUMBIA, LLC	10296 TWO NOTCH RD	COLUMBIA	South Carolina	29229-4228	(803) 486-2206
507	EMPIRE FORT MILL LLC	1329 BROADCLOTH ST	FORT MILL	South Carolina	29715-4513	(704) 251-7944
430	JM GREENVILLE DOWNTOWN, LLC	101 FALLS PARK DR	GREENVILLE	South Carolina	29601-5023	(864) 509-9147
875	JM GREENVILLE, LLC	1143 WOODRUFF RD	GREENVILLE	South Carolina	29607-4155	(864) 697-2660
1257	JM GREER LLC	870 E SUBER RD	GREER	South Carolina	29650-2780	(864) 469-5199
935	KELLY O, LLC	430 WILLIAM HILTON PKWY	HILTON HEAD	South Carolina	29926-2424	(843) 473-4505
883	JM LEX LLC	5230 SUNSET BLVD	LEXINGTON	South Carolina	29072-9333	(803) 220-0080
1185	JM NORTH MT. PLEASANT, LLC	1137 OAKLAND MARKET RD	MOUNT PLEASANT	South Carolina	29466-8220	(843) 970-2144
874	JM MT. PLEASANT, LLC	695 JOHNNIE DODDS BLVD	MT PLEASANT	South Carolina	29464-1702	(843) 523-9938
885	JM MYRTLE BEACH LLC	7753 N KINGS HWY	MYRTLE BEACH	South Carolina	29572-3036	(843) 353-0008
774	STUDIO SEVEN CLT FITNESS, INC.	2674 CELANESE RD	ROCK HILL	South Carolina	29732-2085	(803) 667-3388
884	JM SPARTANBURG FITNESS LLC	1915 E MAIN ST	SPARTANBURG	South Carolina	29307-2300	(864) 326-3999
296	OG HORIZON, LLC	1101 N MAIN ST	SUMMERVILLE	South Carolina	29483-7383	(843) 970-2144
1163	SD FITNESS, LLC	419 W 85TH ST	SIOUX FALLS	South Dakota	57108-8450	(605) 274-7700
828	HH BEARDEN LLC	4467 KINGSTON PIKE	BEARDEN	Tennessee	37919	(865) 224-6480
143	SEAFIT LLC	690 OLD HICKORY BLVD	BRENTWOOD	Tennessee	37027-5460	(615) 373-0333
1348	Ultra Fit LLC	1010 GANT HILL DR	BRENTWOOD	Tennessee	37027-2060	(615) 647-8901
435	JM CHATTANOOGA, LLC	7407 IGOU GAP RD	CHATTANOOGA	Tennessee	37421-4785	(423) 681-2593
860	JM NORTHSHORE, LLC	300 CHEROKEE BLVD	CHATTANOOGA	Tennessee	37405-3871	(423) 438-1588
1156	LKB2 FITNESS LLC	1011 WINN WAY	CLARKSVILLE	Tennessee	37043-0613	(615) 380-7344
154	MSL FRANKLIN LLC	790 JORDAN RD	FRANKLIN	Tennessee	37067-4204	(615) 504-1110
145	RECON2013, LLC	9067 POPLAR AVE	GERMANTOWN	Tennessee	38138-7851	(901) 907-0298
366	TYC, LLC	281 INDIAN LAKE BLVD	HENDERSONVILLE	Tennessee	37075-6382	(615) 815-5970
1279	JM HIXSON, LLC	5207 HIGHWAY 153	HIXSON	Tennessee	37343-5896	(770) 953-2118
1598	WEST TN FITNESS, LLC	2100 PLEASANT PLAINS EXT RD STE B	JACKSON	Tennessee	38305-7019	(615) 574-1939
1420	JM JOHNSON CITY LLC	3211 PEOPLES ST	JOHNSON CITY	Tennessee	37604	(423) 497-3461
260	HH FARRAGUT LLC	11674 PARKSIDE DR	KNOXVILLE	Tennessee	37934-2659	(865) 223-6699
499	CORE&MORE, INC.	2961 CANADA RD	LAKELAND	Tennessee	38002-4893	(901) 302-6132

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1444	BAM MARYVILLE, LLC	1012 Alcoa Market St	MARYVILLE	Tennessee	37801	(865) 686-5595
438	MISTRAL 2015 LLC	4615 POPLAR AVE	MEMPHIS	Tennessee	38117-4400	(901) 421-5785
367	HH MOUNT JULIET LLC	11199 LEBANON RD	MT JULIET	Tennessee	37122-5543	(615) 981-3800
155	MSL MURFREESBORO LLC	2615 MEDICAL CENTER PKWY	MURFREESBORO	Tennessee	37129-2261	(615) 546-0255
1466	DOWNTOWN FIT LLC	1022 CHURCH ST	NASHVILLE	Tennessee	37203-3420	(615) 866-3522
240	FIT TO BE LLC	121 17TH AVE S	NASHVILLE	Tennessee	37203-2707	(615) 988-9288
396	LKB FITNESS, LLC	6720 CHARLOTTE PIKE	NASHVILLE	Tennessee	37209-4269	(615) 933-0084
1200	NASHFIT LLC	2603 8TH AVE S	NASHVILLE	Tennessee	37204-2483	(615) 988-1334
144	SOFIT LLC	2104 CRESTMOOR RD	NASHVILLE	Tennessee	37215-2631	(615) 800-6118
1157	TYCEN LLC	1214 GALLATIN AVE	NASHVILLE	Tennessee	37206-3270	(615) 853-0411
1171	MSL FITNESS, LLC	2047 WALL ST	SPRING HILL	Tennessee	37174-4209	(615) 266-3580
862	PALOMA VALLEY LLC	3950 CATCLAW DR	ABILENE	Texas	79606-1171	(325) 400-6191
205	VALENCIA FITNESS-ALLEN, LLC	945 W STACY RD	ALLEN	Texas	75013-5083	(972) 521-3700
1096	VALENCIA FITNESS-NORTH ARLINGTON, LLC	1805 N COLLINS ST	ARLINGTON	Texas	76011-4311	(682) 206-0879
104	ARBOR TOWN SQUARE FITNESS PARTNERS, LLC	10721 RESEARCH BLVD	AUSTIN	Texas	78759-5694	(512) 900-3223
349	AUSTIN MTM FITNESS, LLC	9500 S INTERSTATE 35	AUSTIN	Texas	78748-1775	(512) 969-6626
941	CENTRAL AUSTIN FITNESS PARTNERS LLC	1911 ALDRICH ST	AUSTIN	Texas	78723-3547	(512) 807-0401
947	CIRCLE C FITNESS LLC	5700 W SLAUGHTER LN	AUSTIN	Texas	78749-6524	(512) 858-8008
817	DOMAIN FITNESS PARTNERS LLC	3100 ESPERANZA XING	AUSTIN	Texas	78758-3776	(512) 807-0444
1111	DOWNTOWN AUSTIN FITNESS PARTNERS LLC	401 W 3RD ST	AUSTIN	Texas	78701-3880	(813) 817-8645
681	DRIPPING SPRINGS FITNESS PARTNERS LLC	12680 W US 290	AUSTIN	Texas	78737	(512) 994-2664
1311	EAST AUSTIN FITNESS PARTNERS LLC	1211 E 5TH ST	AUSTIN	Texas	78702-3846	(512) 436-0733
236	FOUR POINTS FITNESS PARTNERS LLC	7301 N FM 620 RD	AUSTIN	Texas	78726-4537	(512) 368-9343
1329	LANTANA FITNESS PARTNERS LLC	7415 SOUTHWEST PKWY	AUSTIN	Texas	78735-8998	(512) 537-7815
644	MAXIMUM FITNESS, LAKELINE LLC	13000 FM 620 N	AUSTIN	Texas	78750-1484	(512) 807-0442

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309	NORTH AUSTIN FITNESS PARTNERS II, LLC	14900 AVERY RANCH BLVD	AUSTIN	Texas	78717-3952	(512) 669-5272
750	SOUTH LAMAR FITNESS PARTNERS, LLC	1100 S LAMAR BLVD	AUSTIN	Texas	78704-0119	(512) 807-0400
678	TECH RIDGE FITNESS PARTNERS LLC	12314 N INTERSTATE 35	AUSTIN	Texas	78753-1349	(512) 983-2876
711	TRIANGLE FITNESS PARTNERS, LLC	4601 N LAMAR BLVD	AUSTIN	Texas	78751-2355	(512) 807-0446
967	REGULUS FITNESS, LLC	3230 PABLO KISEL BLVD	BROWNSVILLE	Texas	78526-0045	(956) 443-0206
690	KMM FITNESS II LLC	305 W FM 1382	CEDAR HILL	Texas	75104-1887	(214) 919-4191
749	CEDAR PARK FITNESS PARTNERS, LLC	5001 183A TOLL RD	CEDAR PARK	Texas	78613-7905	(512) 807-0402
713	AVANTI FITNESS OF SCHERTZ, LLC	513 CIBOLO VALLEY DR	CIBOLO	Texas	78108-3675	(210) 501-0299
818	COLLEGE STATION FITNESS PARTNERS LLC	1025 UNIVERSITY DR	COLLEGE STATION	Texas	77840-1561	(979) 213-5696
1302	SOUTHERN COLLEGE STATION LLC	11655 FM 2154 RD	COLLEGE STATION	Texas	77845-5131	(979) 401-3104
188	WOOD FITNESS INC	4709 COLLEYVILLE BLVD	COLLEYVILLE	Texas	76034-3985	(817) 840-3400
138	K & M FITNESS I, LLC	240 N DENTON TAP RD	COPPELL	Texas	75019-2157	(214) 300-9983
1139	5A FITNESS CORPUS CHRISTI #1, L.L.C.	4938 S STAPLES ST	CORPUS CHRISTI	Texas	78411-3814	(361) 500-6015
1080	FAIRFIELD COACHING LLC	28404 HIGHWAY 290	CYPRESS	Texas	77433-5476	(281) 810-8343
405	TOWNE LAKE COACHING LLC	9925 BARKER CYPRESS RD	CYPRESS	Texas	77433-5315	(281) 661-1006
140	K & M FITNESS III, LLC	5290 BELT LINE RD	DALLAS	Texas	75254-7053	(214) 758-0338
339	VALENCIA FITNESS - PRESTON HOLLOW, LLC	7949 WALNUT HILL LN	DALLAS	Texas	75230-5623	(469) 729-5866
1018	VALENCIA FITNESS - WHITE ROCK, LLC	1911 ABRAMS PKWY	DALLAS	Texas	75214-6219	(972) 474-0401
1029	VALENCIA FITNESS UPTOWN, LLC	4447 N CENTRAL EXPY	DALLAS	Texas	75205-4246	(972) 474-0382
1028	VALENCIA FITNESS VICTORY PARK, LLC	625 HIGH MARKET ST	DALLAS	Texas	75219-7691	(972) 474-0420
1423	VALENCIA FITNESS-DALLAS LOVERS LANE, LLC	5549 W LOVERS LN	DALLAS	Texas	75209-4219	(972) 474-0725
1558	903 HORNED FROG FITNESS L.L.C.	5101 Gateway Blvd	DENISON	Texas	75020-0081	(903) 677-4390
1289	L5 FITNESS NEW MEXICO, LLC	6801 N MESA ST	EL PASO	Texas	79912-4458	(915) 213-1226

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879	VALENCIA FITNESS - FLOWER MOUND, LLC	4271 ESPLANADE PL, Suite 100	FLOWER MOUND	Texas	75028-2206	(972) 474-0425
268	K & M FITNESS IV, LLC	2600 W 7TH ST	FORT WORTH	Texas	76107-2497	(817) 888-8842
964	K&M FITNESS VII, LLC	6201 SUNSET DR	FORT WORTH	Texas	76116-5547	(682) 200-6320
715	KMP FITNESS V, LLC	5701 BRYANT IRVIN RD STE 106	FORT WORTH	Texas	76132-4029	(817) 770-0181
832	VSB VENTURES IV, LLC	9500 FEATHER GRASS LN	FORT WORTH	Texas	76177-2505	(817) 741-8101
982	FRIENDSWOOD COACHING LLC	1769 S FRIENDSWOOD DR	FRIENDSWOOD	Texas	77546-2253	(832) 481-4483
130	OTF FRISCO LLC	4350 MAIN ST	FRISCO	Texas	75033-2983	(972) 521-3600
338	VALENCIA FITNESS - MCKINNEY, LLC	15910 ELDORADO PKWY	FRISCO	Texas	75035-5922	(469) 634-2100
876	VALENCIA FITNESS - WEST FRISCO, LLC	3555 LEGACY DR	FRISCO	Texas	75034-7986	(972) 474-0389
1390	BAR W FITNESS PARTNERS LLC	19380 RONALD W. REAGAN BLVD SUITE 400	GEORGETOWN	Texas	78628-3100	(512) 553-3035
627	SIX.FOURTEEN.TWELVE I, LLC	1500 RIVERY BLVD	GEORGETOWN	Texas	78628-3066	(512) 630-0252
1193	KMM FITNESS VI LLC	3045 STILLHOUSE LAKE RD	HARKER HEIGHTS	Texas	76548-8859	(254) 870-4700
1216	REGULUS FITNESS II, LLC	6710 W EXPRESSWAY 83	HARLINGEN	Texas	78552-3625	(956) 752-3470
773	BELLAIRE COACHING LLC	3905 BELLAIRE BLVD	HOUSTON	Texas	77025-1119	(832) 404-2008
450	BISSONNET COACHING LLC	2511 BISSONNET ST	HOUSTON	Texas	77005-1423	(832) 510-2866
297	CAMBIO MANAGEMENT IV LLC	788 W. SAM HOUSTON PARKWAY N.	HOUSTON	Texas	77024-3909	(281) 769-1064
1316	ENERGY CORRIDOR COACHING LLC	1111 ELDRIDGE PKWY	HOUSTON	Texas	77077-1774	(832) 916-2745
981	HEIGHTS COACHING LLC	3004 YALE ST	HOUSTON	Texas	77018-8437	(832) 930-9941
350	HZ Heart Fit, LLC	15556 CUTTEN RD	HOUSTON	Texas	77070-4098	(281) 656-6645
1319	MED CENTER COACHING LLC	7205 FANNIN ST	HOUSTON	Texas	77030-4886	(281) 404-9294
1314	MIDLANE COACHING LLC	2400 MID LN	HOUSTON	Texas	77027-4468	(832) 919-6452
980	MIDTOWN COACHING LLC	3415 LOUISIANA ST	HOUSTON	Texas	77002-9523	(832) 699-6166
109	OTF PARTNERS SAN FELIPE, LLC	6415 SAN FELIPE ST	HOUSTON	Texas	77057-2700	(713) 952-9917
1318	RIVER OAKS COACHING LLC	1428 W GRAY ST	HOUSTON	Texas	77019	(281) 404-5295
472	SAWYER HEIGHTS COACHING COACHING LLC	2315 EDWARDS ST	HOUSTON	Texas	77007-4413	(832) 916-2138
621	COWAN FITNESS, LLC	4810 GATTIS SCHOOL RD	HUTTO	Texas	78634-2036	(512) 298-3350

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
1030	VALENCIA FITNESS-LAS COLINAS, LLC	7600 N MACARTHUR BLVD	IRVING	Texas	75063-7520	(972) 474-0404
471	CINCO RANCH COACHING, LLC	23144 CINCO RANCH BLVD	KATY	Texas	77494-2894	(281) 727-0098
1317	FULSHEAR COACHING LLC	4906 FM 1463	KATY	Texas	77494	(281) 725-6435
406	KINGWOOD COACHING LLC	4525 KINGWOOD DR	KINGWOOD	Texas	77345-2626	(281) 516-5787
783	KYLE FITNESS PARTNERS, LLC	5940 KYLE PKWY	KYLE	Texas	78640-2482	(512) 807-0403
241	LAKEWAY FITNESS PARTNERS LLC	1516 620 S	LAKEWAY	Texas	78734-6295	(512) 430-1323
672	5A FITNESS LAREDO #1, L.L.C.	3502 E DEL MAR BLVD	LAREDO	Texas	78041-6896	(956) 231-0232
645	MAXIMUM FITNESS, LEANDER LLC	3421 LAKELINE BLVD	LEANDER	Texas	78641-5008	(512) 807-0443
301	I AM SECOND, INC.	5214 98TH ST	LUBBOCK	Texas	79424-4647	(806) 749-1200
863	INTERVAL FITNESS OF SAN ANGELO, LLC	4410 19TH ST	LUBBOCK	Texas	79407-2444	(806) 785-5400
1056	VSB VENTURES V, LLC	3141 E BROAD ST	MANSFIELD	Texas	76063-6441	(469) 628-5538
933	5A FITNESS MCALLEN #1, L.L.C.	5800 N 10TH ST	MCALLEN	Texas	78504-4687	(956) 331-2181
1443	5A FITNESS MISSION, L.L.C.	2700 W EXPRESSWAY 83	MCALLEN	Texas	78501-8393	(956) 377-4737
212	VALENCIA FITNESS-MESQUITE, LLC	1765 N TOWN EASY BLVD	MESQUITE	Texas	75150	(972) 698-0525
618	INTERVAL FITNESS OF MIDLAND, LLC	4410 N MIDKIFF RD	MIDLAND	Texas	79705-4245	(432) 695-9898
530	VALENCIA FITNESS -ROCKWALL, LLC	601 E FM, 544	MURPHY	Texas	75094	(972) 355-0809
516	AVANTI HOLDINGS, LLC	1691 W STATE HIGHWAY 46	NEW BRAUNFELS	Texas	78132-2923	(830) 312-4660
1275	KRS INVESTMENTS, LLC	7730 SPENCER HWY	PASADENA	Texas	77505-1928	(281) 377-5300
1274	CREEKSIDE FITNESS, LLC	1300 W. PLANO PKWY	PLANO	Texas	75075	(972) 200-4546
131	OTF WEST PLANO, LLC	2208 DALLAS PKWY	PLANO	Texas	75093-4360	(972) 521-3500
813	VALENCIA FITNESS-NORTH PLANO, LLC	8245 PRESTON RD	PLANO	Texas	75024-2398	(469) 708-2090
778	VALENCIA FITNESS - PROSPER, LLC	790 N PRESTON RD	PROSPER	Texas	75078-9841	(972) 474-0422
1315	ALIANA COACHING LLC	10169 W GRAND PKWY S	RICHMOND	Texas	77407-8643	(832) 239-8997
620	VALENCIA LAKE RH, LLC	1063 E INTERSTATE 30	ROCKWALL	Texas	75087-4826	(469) 651-1410
105	COWAN FITNESS NORTH ROUND ROCK LLC	311 UNIVERSITY BLVD	ROUND ROCK	Texas	78665-1073	(512) 954-9333

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
308	COWAN FITNESS SOUTH ROUND ROCK LLC	661 LOUIS HENNA BLVD	ROUND ROCK	Texas	78664-4109	(512) 969-6625
1267	HSFITNESS LLC	5582 SHERWOOD WAY	SAN ANGELO	Texas	76901-5645	(806) 407-0403
1142	AVANTI FITNESS ALAMO HEIGHTS LLC	6482 N NEW BRAUNFELS AVE	SAN ANTONIO	Texas	78209-3827	(303) 718-6307
1341	AVANTI FITNESS QUARRY LLC	320 E BASSE RD	SAN ANTONIO	Texas	78209-8368	(210) 640-9447
256	AVANTI FITNESS SONTERRA LLC	427 N LOOP 1604 W	SAN ANTONIO	Texas	78232-1032	(210) 802-4348
853	BANDERA FITNESS PARTNERS LLC	11600 BANDERA RD	SAN ANTONIO	Texas	78250-6804	(210) 899-0099
1245	BITTERS FITNESS PARTNERS, LLC	13429 SAN PEDRO AVE	SAN ANTONIO	Texas	78216-2058	(813) 817-8645
1415	BULVERDE FITNESS PARTNERS LLC	18018 OVERLOOK LOOP	SAN ANTONIO	Texas	78259-1875	(210) 660-3653
1247	DOMINION FITNESS, LLC	22111 IH 10 W	SAN ANTONIO	Texas	78257	(813) 817-8645
1320	POTRANCO WORKOUT PARTNERS LLC	10538 POTRANCO RD	SAN ANTONIO	Texas	78251-3358	(210) 802-4599
851	STONE RIDGE FITNESS PARTNERS LLC	20811 US HIGHWAY 281 N	SAN ANTONIO	Texas	78258-7591	(210) 899-0098
751	WALLINGMONT FITNESS LLC	12055 VANCE JACKSON RD	SAN ANTONIO	Texas	78230-6058	(210) 899-0044
676	XDJ, LLC	5619 W LOOP 1604 N	SAN ANTONIO	Texas	78253-5796	(210) 899-0100
132	OTF SOUTHLAKE, LLC	621 E SOUTHLAKE BLVD	SOUTHLAKE	Texas	76092-6246	(817) 796-9660
745	SPRING COACHING LLC	6600 SPRING STUEBNER RD	SPRING	Texas	77389-5285	(281) 907-9701
753	WOODLANDS COACHING, LLC	4747 RESEARCH FOREST DR	SPRING	Texas	77381-4906	(832) 916-2115
110	CAMBIO MANAGEMENT III LLC	15890 SOUTHWEST FWY	SUGAR LAND	Texas	77478-4092	(281) 325-0018
979	RIVERSTONE COACHING LLC	18841 UNIVERSITY BLVD	SUGAR LAND	Texas	77479-6820	(832) 930-4311
920	SUNSET VALLEY FITNESS, LLC	5601 BRODIE LN	SUNSET VALLEY	Texas	78745-2538	(512) 807-0404
320	VALENCIA FITNESS - CASTLE HILLS, LLC	6201 N JOSEY LN	THE COLONY	Texas	75056-2478	(972) 521-8404
691	KMM FITNESS III LLC	419 WSW 323 LOOP	TYLER	Texas	75701-9429	(903) 705-6580
1246	LIVE OAK FITNESS PARTNERS, LLC	3150 PAT BOOKER RD	UNIVERSAL CITY	Texas	78148-2726	(813) 817-8645
651	KMM FITNESS I LLC	1428 WOODED ACRES	WACO	Texas	76710-4466	(254) 265-7222
754	WEBSTER COACHING LLC	136 W BAY AREA BLVD	WEBSTER	Texas	77598-4112	(832) 598-7199
1234	L5 FITNESS UTAH, LLC	499 S 500 E	AMERICAN FORK	Utah	84003-3256	(801) 893-3900
393	HBTANNER HOLDINGS I LLC	85 W 500 S	BOUNTIFUL	Utah	84010-6229	(801) 784-6477

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
226	HEARTZONE FITNESS III LLC	6953 S 1300 E	COTTONWOOD HEIGHTS	Utah	84047-1817	(801) 463-6748
727	HEARTZONE FITNESS IV, LLC	111 E 13800 S	DRAPER	Utah	84020-9557	(385) 275-6698
394	HBTANNER HOLDINGS II LLC	349 N FLINT ST	KAYSVILLE	Utah	84037-9807	(385) 245-7528
528	L5 FITNESS UTAH, LLC	1536 E 3100 N	LEHI	Utah	84043-3537	(801) 653-9665
1169	HB TANNER HOLDINGS III, LLC	5755 HARRISON BLVD	OGDEN	Utah	84403-4324	(385) 260-6776
381	L5 FITNESS UTAH, LLC	1345 S STATE ST	OREM	Utah	84097-7701	(801) 896-9058
518	L5 FITNESS UTAH, LLC	1678 REDSTONE CENTER DR	PARK CITY	Utah	84098-7612	(435) 575-5575
1507	HB TANNER HOLDINGS IV, LLC	370 W 2650 N	PLEASANT VIEW	Utah	84414-4700	(385) 244-4465
1356	HEARTZONE FITNESS XI, LLC	4534 W PATRIDGEHILL LN	RIVERTON	Utah	84096	(801) 988-5544
948	JRCB FITNESS, LLC	599 S MALL DR	SAINT GEORGE	Utah	84790-1392	(435) 767-0543
1355	HEARTZONE FITNESS X, LLC	4655 S 2300 E	SALT LAKE CITY	Utah	84117-4678	(801) 610-1020
204	L5 FITNESS UTAH, LLC	1202 E WILMINGTON AVE	SALT LAKE CITY	Utah	84106-2837	(385) 236-1122
228	L5 FITNESS UTAH, LLC	602 E 500 S	SALT LAKE CITY	Utah	84102-3587	(801) 255-9050
225	HEARTZONE FITNESS II LLC	10261 S STATE ST	SANDY	Utah	84070-4167	(801) 821-4675
224	HEARTZONE FITNESS I LLC	11516 S DISTRICT DR	SOUTH JORDAN	Utah	84095-5773	(801) 758-0500
1060	ORIOLE I NEWCO, LLC	580 SHELBURNE RD	BURLINGTON	Vermont	05401-6904	(802) 444-0181
1541	EMPIRE STUDIO 1541 LLC	28 Walnut Street	WILLISTON	Vermont	05495	(802) 243-3220
801	BA MANAGEMENT, LLC	5900 KINGSTOWNE TOWNE CTR	ALEXANDRIA	Virginia	22315-5751	(571) 303-1933
482	BAA MANAGEMENT, LLC	1101 KING ST	ALEXANDRIA	Virginia	22314-2944	(571) 919-0379
1159	BAMCARLYLE, LLC	2381 EISENHOWER AVE	ALEXANDRIA	Virginia	22314-5358	(571) 363-3232
802	BBAB MANAGEMENT, LLC	1801 RICHMOND HWY	ALEXANDRIA	Virginia	22301-1049	(571) 403-9831
1440	HH MT. VERNON LLC	7716 RICHMOND HWY	ALEXANDRIA	Virginia	22306-2843	(703) 342-0968
1132	NCHNOVA IV LLC	3624 KING ST	ALEXANDRIA	Virginia	22302-1908	(703) 771-3800
201	MDMS CAPITAL VA1 LLC	1776 WILSON BLVD	ARLINGTON	Virginia	22209-2515	(571) 431-6140
202	MDMS CAPITAL VA2 LLC	4201 WILSON BLVD	ARLINGTON	Virginia	22203-4417	(571) 257-0050
464	MDMS CAPITAL VA3, LLC	1221 S FERN ST	ARLINGTON	Virginia	22202-2808	(571) 349-0033
812	MDMS CAPITAL VA4 LLC	3001 WASHINGTON BLVD	ARLINGTON	Virginia	22201-2247	(202) 868-6767
196	JKOLA FITNESS ONE, LLC	44050 ASHBURN SHOPPING PLZ	ASHBURN	Virginia	20147-7916	(703) 881-9110

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
921	G3 FITNESS GROUP III, LLC	10295 BRISTOW CENTER DR	BRISTOW	Virginia	20136-2240	(571) 249-2511
797	NHCNOVA II LLC	9534 OLD KEENE MILL RD	BURKE	Virginia	22015-4208	(703) 559-8880
1124	CBVRG, LLC	14145 SAINT GERMAIN DR	CENTREVILLE	Virginia	20121-2310	(703) 997-9682
1122	JKOLA FITNESS THREE, LLC	25150 LOUDOUN COUNTY PKWY	CHANTILLY	Virginia	20152-5929	(571) 989-7600
1467	BLAST FITNESS LLC	930 OLYMPIA DR	CHARLOTTESVILLE	Virginia	22911-3664	(434) 473-7000
748	SMASH FITNESS, LLC	1935 ARLINGTON BLVD	CHARLOTTESVILLE	Virginia	22903-1519	(434) 483-5757
1027	FIT FAMILY ENTERPRISES, LLC	801 VOLVO PKWY	CHESAPEAKE	Virginia	23320-2845	(757) 335-6896
901	VIRGINIA WORK GROUP LLC	940 CEDAR RD	CHESAPEAKE	Virginia	23322-7459	(757) 785-4455
925	2MD HOKIES LLC	2765 MARKET ST	CHRISTIANSBURG	Virginia	24073-6514	(540) 300-7022
799	HART FITNESS 3 INC	3966 FETTLER PARK DR	DUMFRIES	Virginia	22025-1997	(571) 931-6333
1110	HH FITNESS FAIRFAX, LLC	9420 MAIN ST	FAIRFAX	Virginia	22031-4032	(703) 735-5568
796	NHCNOVA I LLC	10621 BRADDOCK RD	FAIRFAX	Virginia	22032-2200	(703) 595-2231
62	RA LIFE A, LLC	13063 LEE JACKSON MEMORIAL HWY	FAIRFAX	Virginia	22033-2041	(703) 961-8985
892	NHCNOVA III LLC	9027 SILVERBROOK RD	FAIRFAX STATION	Virginia	22039-2694	(703) 424-9894
1264	G3 FITNESS GROUP IV, LLC	6341 COLUMBIA PIKE	FALLS CHURCH	Virginia	22041-1247	(703) 962-1500
708	HH FITNESS FALLS CHURCH, LLC	510 S WASHINGTON ST	FALLS CHURCH	Virginia	22046	(540) 779-0079
1455	RIVER5FITNESS 3, LLC	7505 LEESBURG PIKE	FALLS CHURCH	Virginia	22043-2104	(703) 436-8080
762	BAMFREDERICKSBURG, LLC	10002 SOUTHPOINT PKWY	FREDERICKSBURG	Virginia	22407-2705	(540) 300-6688
1565	EMPIRE STUDIO 1565 LLC	1025 Seneca Rd	GREAT FALLS	Virginia	22066-1365	(703) 637-2365
757	2MD FITNESS LLC	1005 PORT REPUBLIC RD	HARRISONBURG	Virginia	22801-3507	(540) 324-2314
419	S. VA FITNESS R1 LLC	11819 W BROAD ST	HENRICO	Virginia	23233-1065	(804) 823-7530
1108	NOVAFIT LLC	545 E MARKET ST	LEESBURG	Virginia	20176-4172	(703) 626-9190
922	HH FITNESS MANASSAS LLC	11714 SUDLEY MANOR DR STE 59	MANASSAS	Virginia	20109-2843	(713) 547-8723
637	G3 FITNESS GROUP DC1, LLC	6623 OLD DOMINION DR	MC LEAN	Virginia	22101-4516	(703) 722-0601
462	S. VA FITNESS R3 LLC	15801 CITY VIEW DR	MIDLOTHIAN	Virginia	23113-7300	(804) 510-0300
764	HAMER FITNESS LLC	12515 JEFFERSON AVE	NEWPORT NEWS	Virginia	23602-4386	(757) 849-0220
1112	PEDRO GIZMO, LLC	333 W 21ST ST	NORFOLK	Virginia	23517-2112	(757) 656-6499

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
790	RESTON HEARTRATE FITNESS, LLC	11410 RESTON STATION BLVD	RESTON	Virginia	20190-5363	(703) 822-5272
461	S. VA FITNESS R2, LLC	6984 FOREST AVE	RICHMOND	Virginia	23230-1701	(804) 655-0722
926	2MD ROANOKE LLC	5010 KEAGY RD	ROANOKE	Virginia	24018-2201	(540) 300-7804
1283	BAMWESTSPRINGFIELD, LLC	7271 COMMERCE ST	SPRINGFIELD	Virginia	22150-3411	(571) 380-3900
763	BAMSTAFFORD, LLC	308 WORTH AVE	STAFFORD	Virginia	22556-1502	(540) 602-5800
267	JKOLA FITNESS TWO, LLC	20806 EDDS LN	STERLING	Virginia	20165-7904	(571) 257-0077
1451	VIRGINIA WORK GROUP, LLC	1500 BRIDGEPORT WAY	SUFFOLK	Virginia	23435-1956	(757) 935-0215
375	HH FITNESS DUNN LORING, LLC	2672 AVENIR PL	VIENNA	Virginia	22180-7193	(703) 222-2651
1113	VIENNA FITNESS LLC	127 MAPLE AVE W	VIENNA	Virginia	22180-5728	(571) 367-9931
913	DYER FITNESS 2, LLC	737 FIRST COLONIAL RD	VIRGINIA BEACH	Virginia	23451-6133	(757) 828-1228
634	DYER FITNESS, LLC	2111 PRINCESS ANNE RD	VIRGINIA BEACH	Virginia	23456-4163	(757) 802-3280
937	TUGBOAT FITNESS LLC	1430 RICHMOND RD	WILLIAMSBURG	Virginia	23185-2803	(757) 614-1118
1136	WINCHESTER FITNESS GROUP, LLC	2016 S PLEASANT VALLEY RD	WINCHESTER	Virginia	22601-7000	(202) 427-3347
798	HART FITNESS 2 INC	4172 MERCHANT PLZ	WOODBRIDGE	Virginia	22192-5085	(571) 589-8088
1212	LAKE TAPPS FITNESS, LLC	1408 LAKE TAPPS PKWY SE	AUBURN	Washington	98092-8158	(206) 234-9080
578	BHE OF BELLEVUE CBD, LLC	30 BELLEVUE WAY NE	BELLEVUE	Washington	98004-5916	(206) 785-9190
473	KAIZEN CULTURE LLC	22627 BOTHELL EVERETT HWY	BOTHELL	Washington	98021-8499	(425) 318-7353
583	BHE OF MILL CREEK, LLC	12902 BOTHELL EVERETT HWY	EVERETT	Washington	98208-6635	(206) 330-0511
1211	FEDERAL WAY FITNESS, LLC	35007 ENCHANTED PKWY S	FEDERAL WAY	Washington	98003-8359	(253) 275-0204
1213	GIG HARBOR FITNESS, LLC	4935 POINT FOSDICK DR	GIG HARBOR	Washington	98335-1851	(253) 358-2232
408	BHE OF ISSAQUAH, LLC	1676 9TH AVE NE	ISSAQUAH	Washington	98029-5020	(425) 616-3565
1298	WAFIT KENNEWICK LLC	4101 W 27TH PL	KENNEWICK	Washington	99338-2337	(509) 581-3012
579	BHE OF KIRKLAND, LLC	207 PARK LN	KIRKLAND	Washington	98033-5355	(425) 502-8094
585	BHE OF LYNNWOOD, LLC	19723 HIGHWAY 99	LYNNWOOD	Washington	98036-6080	(425) 224-3637
587	BHE OF MAPLE VALLEY, LLC	26555 MAPLE VALLEY BLACK DIAMOND RD SE	MAPLE VALLEY	Washington	98038-8478	(206) 330-0509
588	BHE OF MERCER ISLAND, LLC	2601 76TH AVE SE	MERCER ISLAND	Washington	98040-2624	(425) 278-5709
1214	OLYMPIA FITNESS, LLC	1520 COOPER POINT RD SW	OLYMPIA	Washington	98502-5785	(253) 301-0643
582	BHE OF BELLEVUE SUB, LLC	2690 152ND AVE NE	REDMOND	Washington	98052-6299	(425) 689-5988

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
407	BHE OF REDMOND, LLC	7525 166th Ave. NE	REDMOND	Washington	98052	(425) 522-4838
474	KAIZEN CULTURE II, LLC	3895 NE 4th Street	RENTON	Washington	98056-4106	(425) 892-8405
660	WAFIT RICHLAND LLC	1034 QUEENSGATE DR	RICHLAND	Washington	99352-9123	(509) 492-5949
447	BHE OF SAMMAMISH, LLC	22830 NE 8TH ST	SAMMAMISH	Washington	98074-7269	(425) 659-3414
581	BHE OF BALLARD, LLC	2032 NW MARKET ST	SEATTLE	Washington	98107-4012	(206) 330-0510
580	BHE OF BELLTOWN, LLC	2310 5TH AVE	SEATTLE	Washington	98121-1863	(206) 855-5089
160	BHE OF CAPITOL HILL, LLC	519 BROADWAY E	SEATTLE	Washington	98102-5023	(206) 467-1690
159	BHE OF LOWER QUEEN ANNE, LLC	500 MERCER ST	SEATTLE	Washington	98109-4654	(206) 282-0557
584	BHE OF U DISTRICT, LLC	7317 35TH AVE NE	SEATTLE	Washington	98115-5918	(206) 330-0502
577	BHE OF WALLINGFORD, LLC	1325 N 45TH ST	SEATTLE	Washington	98103-6704	(206) 922-3190
586	BHE OF WEST SEATTLE, LLC	4755 FAUNTLEROY WAY SW	SEATTLE	Washington	98116-4669	(206) 438-9974
571	BHE OF SHORELINE, LLC	18336 AURORA AVE N	SHORELINE	Washington	98133-4526	(206) 504-1511
485	WAFIT NORTH LLC	410 E HOLLAND AVE	SPOKANE	Washington	99218-1256	(509) 904-1440
484	WAFIT SOUTH LLC	2620 E 29TH AVE	SPOKANE	Washington	99223-4806	(509) 774-0636
1076	LAKEWOOD FITNESS, LLC	3626 MARKET PL W	TACOMA	Washington	98466-4340	(360) 712-7565
1075	TACOMA FITNESS, LLC	637 DIVISION AVE	TACOMA	Washington	98403-3126	(253) 212-2560
512	FITZONE 4, LLC	530 SE 192ND AVE	VANCOUVER	Washington	98683-9681	(360) 524-4012
513	JM VANCOUVER, LLC	7902 NE 6TH AVE	VANCOUVER	Washington	98665-8152	(360) 654-6002
823	KSA17 LLC	3034 CHAMPION DR	BARBOURSVILLE	West Virginia	25504-9343	(304) 521-1500
1551	HM FITNESS II, LLC	309 S VIRGINIA AVE	BRIDGEPORT	West Virginia	26330-1744	(304) 982-7333
824	KSA18 LLC	310 SOUTHRIDGE BLVD	CHARLESTON	West Virginia	25309-9434	(304) 529-1100
1439	HM FITNESS, LLC	360 SUNCREST TOWN CENTRE DR	MORGANTOWN	West Virginia	26505-1874	(304) 596-0500
1145	OT WISCONSIN APPLETON, LLC	4301 W WISCONSIN AVE	APPLETON	Wisconsin	54913-8605	(414) 467-3640
95	OT WISCONSIN BROOKFIELD, LLC	95 N MOORLAND RD	BROOKFIELD	Wisconsin	53005-6057	(262) 439-8402
96	OT WISCONSIN DELAFIELD, LLC	3149 GOLF RD	DELAFIELD	Wisconsin	53018-2156	(262) 510-0566
340	RESOLUTE FITNESS MADISON, LLC	7803 MINERAL POINT RD	MADISON	Wisconsin	53717-1604	(608) 960-4044
341	UNBOUNDED FITNESS MADISON, LLC	2501 W BELTLINE HWY	MADISON	Wisconsin	53713-2321	(608) 709-8099

#	Franchise Entity Name	Studio Address	City	State	Zip	Phone
1324	OT WISCONSIN MENOMONEE FALLS, LLC	W180N9460 PREMIER LN	MENOMONEE FALLS	Wisconsin	53051-8021	(262) 509-3004
441	BEN I FIT INC.	6071 W MEQUON RD	MEQUON	Wisconsin	53092-1950	(262) 457-7880
831	OT WISCONSIN SHOREWOOD, LLC	4155 N OAKLAND AVE	MILWAUKEE	Wisconsin	53211-2027	(414) 930-4545
1143	OT WISCONSIN THIRD WARD, LLC	336 N MILWAUKEE ST	MILWAUKEE	Wisconsin	53202-5807	(414) 467-3640
1144	OT WISCONSIN WAUWAOSA, LLC	7498 W STATE ST	MILWAUKEE	Wisconsin	53213	(414) 409-7911
1322	OT WISCONSIN SUN PRAIRIE, LLC	1261 CABELA DR	SUN PRAIRIE	Wisconsin	53590-8855	(608) 234-5671
1291	OTTETONS, LLC	150 W SIMPSON AVE	JACKSON	Wyoming	83001	(307) 459-6141

UNOPENED STUDIOS

The following is a list of Franchisees with Franchise Agreements for Studios that have not yet opened as of December 31, 2024:

#	Franchise Entity Name	City	State	Phone
1359	NICHEFITNESS11, LLC	Mountain Brook	Alabama	(205) 937-0828
1573	FIVENDONE, LLC	Anthem	Arizona	(951) 294-7833
1430	AR HITT, LLC	Conway	Arkansas	(917) 613-9651
1425	AR HIIT, LLC	Downtown Little Rock	Arkansas	(917) 613-9651
1428	AR HIIT, LLC	Maumelle	Arkansas	(917) 613-9651
1427	AR HIIT, LLC	Springdale	Arkansas	(917) 613-9651
1426	AR HIIT, LLC	Texarkana	Arkansas	(917) 613-9651
1595	BAUTISTA FITNESS CO LLC	Davis	California	(530) 504-0996
1624	EVERYONE DESERVES HEALTH, LLC	Fairfield	California	(408) 439-5941
1605	LECLAIR FITNESS VI, LLC	Monterey	California	(916) 677-7281
57	SFFIT ORI, LLC	Orinda	California	(949) 701-7702
1606	PENDERGAST FITNESS LLC	Visalia	California	(509) 998-1771
1469	DYER ENTERPRISES III, LLC	Windsor	California	(707) 481-7574
1342	SPH ENTERPRISES, LLC	Woodbury	California	(949) 308-0005
1514	FIT IN EVERGREEN LLC	Evergreen	Colorado	(321) 246-1879
1410	WSH FIVE POINTS, LLC	Five Points	Colorado	(303) 523-9887
1539	WSH GRAND JUNCTION, LLC	Grand Junction	Colorado	(303) 523-9887
1237	WSH LONGMONT, LLC	Longmont	Colorado	(970) 568-5305
1626	VELOCITY FITNESS LLC	Rehoboth	Delaware	(201) 808-0091
1190	EMPIRE STUDIO 1190 LLC	Walter Reed	District of Columbia	(443) 838-3111
1592	SFR OT, LLC	Boynton Beach	Florida	(561) 210-0230
84	FT. MYERS COACHING LLC	Brandon	Florida	(239) 243-0730
1510	EAST NAPLES COACHING LLC	Citrus Park	Florida	(281) 409-7126
1253	LUTZ COACHING LLC	Lutz	Florida	(281) 409-7126
1521	F14 ENTERPRISES LLC	Ormond Beach	Florida	(954) 915-8685
1522	F15 ENTERPRISES LLC	Palm Coast	Florida	(954) 915-8685
1617	SFR OT, LLC	TBD	Florida	(414) 349-8441
1618	SFR OT, LLC	TBD	Florida	(414) 349-8441
1619	SFR OT, LLC	TBD	Florida	(414) 349-8441
1620	SFR OT, LLC	TBD	Florida	(414) 349-8441
1621	SFR OT, LLC	TBD	Florida	(414) 349-8441
1622	SFR OT, LLC	TBD	Florida	(414) 349-8441
1591	PAU LOA LLC	Hawaii Kai	Hawaii	(707) 292-7754
1561	PAU LOA LLC	Pearl City	Hawaii	(707) 292-7754
1361	IDFIT CDA LLC	Coeur D'Alene	Idaho	(509) 220-9199
1580	L5 FITNESS IDAHO LLC	Twin Falls	Idaho	(303) 941-3504

#	Franchise Entity Name	City	State	Phone
1204	WINCITY FITNESS GROUP III, LLC	Carol Stream	Illinois	(630) 240-4192
1516	CHICAGOLAND FITNESS XIV, LLC	Deerfield	Illinois	(312) 804-3300
1588	CHICAGOLAND FITNESS XIX LLC	Gurnee	Illinois	(312) 804-3300
1519	CHICAGOLAND FITNESS XX LLC	Lincolnwood	Illinois	(248) 645-2600
1370	L5 FITNESS ILLINOIS-SOUTH, LLC	Oaklawn	Illinois	(406) 698-0888
1518	L5 FITNESS ILLINOIS-SOUTH, LLC	Tinley Park	Illinois	(708) 429-5553
1384	OT INDIANA SOUTHPORT, LLC	Indianapolis	Indiana	(317) 983-2113
1309	OT IOWA ALTOONA, LLC	Altoona	Iowa	(202) 210-0492
1602	DAVIS FITNESS DEVELOPMENT, INC.	Elizabethtown	Kentucky	(502) 817-4975
1502	GEORGETOWN AFTERBURN LLC	Georgetown	Kentucky	(859) 536-4255
1609	S&C FITNESS VII, LLC	Hebron	Kentucky	(859) 757-4509
1192	HAWTHORNE NOLA6 LLC	TBD	Louisiana	(954) 607-7552
716	HHH FITNESS THREE LLC	Bangor	Maine	(207) 810-3198
1579	MARYLAND FITNESS PARTNERS, L.L.C.	Fulton	Maryland	(301) 606-7925
1326	HOCO FITNESS PARTNERS LLC	Hanover-Arundel Mills	Maryland	(301) 606-7925
1578	MARYLAND FITNESS PARTNERS, L.L.C.	Laurel	Maryland	(301) 606-7925
1576	MARYLAND FITNESS PARTNERS, L.L.C.	North Baltimore	Maryland	(301) 606-7925
1577	MARYLAND FITNESS PARTNERS, L.L.C.	South Frederick	Maryland	(301) 606-7925
1607	SDA TWO, LLC	Boston	Massachusetts	(617) 548-0333
1597	BLAIN FITNESS, LLC	Worcester	Massachusetts	(239) 703-4323
1585	JHAH, LLC	Clarkston	Michigan	(248) 635-5954
1553	GH DEVELOPMENT, LLC	Grand Haven	Michigan	(616) 377-4911
1593	SUNNY VENTURES LLC	Grand Rapids-SE	Michigan	(616) 244-9332
1586	JPJH, LLC	White Lake	Michigan	(248) 232-7392
1437	BLAINE SHOREVIEW FITNESS LLC	Blaine Shoreview	Minnesota	(651) 270-5101
1435	BLOOMINGTON FITNESS, LLC	Bloomington	Minnesota	(651) 270-5101
1436	LAKEVILLE FITNESS, LLC	Lakeville	Minnesota	(651) 270-5101
1556	MINNEAPOLIS EAST FITNESS, LLC	Minneapolis-East	Minnesota	(651) 270-5101
1555	OAKDALE FITNESS, LLC	Oakdale	Minnesota	(651) 270-5101
739	L5 FITNESS MISSOURI, LLC	Clayton	Missouri	(248) 645-2600
1547	L5 FITNESS MISSOURI, LLC	O'Fallon	Missouri	(248) 645-2600
738	L5 FITNESS MISSOURI, LLC	Twin Oaks	Missouri	(303) 941-3504
1625	DMS FITNESS LLC	Carson City	Nevada	(707) 761-0905
1566	EMPIRE LEBANON LLC	Lebanon	New Hampshire	(908) 400-0831
1180	M2 EDISON LLC	Edison	New Jersey	(973) 400-9676
719	HHH FITNESS FOUR LLC	Somerset	New Jersey	(732) 598-7630
1564	EMPIRE PORTFOLIO GROUP ACQUISTION LLC	Columbus Circle	New York	(908) 400-0831
1487	92 FITNESS CREW A/R BROOKLYN QUEENS, LLC	Downtown Brooklyn	New York	(404) 849-2455
1222	GLENMONT FITNESS, LLC	Glenmont	New York	(518) 992-4910
1377	HMT FITNESS LLC	Hamptons	New York	(561) 561-8524
1346	HTN FITNESS LLC	Huntington	New York	(561) 561-8524

#	Franchise Entity Name	City	State	Phone
726	PFM WC-2, LLC	New Rochele	New York	(917) 578-3345
1022	92 FITNESS CREW NY5, LLC	New York	New York	(404) 849-2455
733	ML FITNESS TWO LLC	New York	New York	(646) 592-1834
1537	MIDTOWN FITNESS PARTNERS, LLC	Nomad	New York	(646) 838-1020
1603	EU VORTEX II, LLC	Orangeburg	New York	(518) 365-8101
1354	3QUEENFITNESS LLC	Whitestone-College Point	New York	(631) 414-7711
1353	JMLEWIS FITNESS, LLC	Yonkers	New York	(908) 642-7633
1305	NC01-BURLINGTON, LLC	Burlington	North Carolina	(202) 210-0492
1307	NC01- DUKE-9th STREET	Duke- 9th Street	North Carolina	(202) 210-0492
1308	NC01-RALEIGH GLENWOOD AVE, LLC	Raleigh Glenwood Ave	North Carolina	(202) 210-0492
1306	NC01-RALEIGH LAKE BOONE TRAIL, LLC	Raleigh Lake Boone	North Carolina	(202) 210-0492
1164	BISMARCK FITNESS, LLC	Bismarck	North Dakota	(651) 270-5101
1433	FIFTH AND FIT,LLC	Columbus	Ohio	(614) 706-0305
1574	WEST COAST FITNESS, LLC	Olde West Chester	Ohio	(562) 242-9997
1610	S&C FITNESS VIII, LLC	TBD	Ohio	(513) 205-6763
1611	S&C FITNESS VIII, LLC	TBD	Ohio	(513) 205-6763
1612	S&C FITNESS VIII, LLC	TBD	Ohio	(513) 205-6763
1613	S&C FITNESS VIII, LLC	TBD	Ohio	(513) 205-6763
1614	S&C FITNESS VIII, LLC	TBD	Ohio	(513) 205-6763
1615	S&C FITNESS VIII, LLC	TBD	Ohio	(513) 205-6763
1616	S&C FITNESS VIII, LLC	TBD	Ohio	(513) 205-6763
1388	BOKEN ARROW FITNESS PARTNERS, LLC	Broken Arrow	Oklahoma	(918) 600-1056
1387	OWASSO FITNESS PARTNERS LLC	Owasso	Oklahoma	(813) 440-8980
1432	ICON WELLNESS LLC	South Eugene	Oregon	(561) 324-9643
1242	TANGERINE HOLDINGS LLC	Downtown Pittsburgh	Pennsylvania	(412) 580-5713
1601	TANGERINE RETAIL VENTURES IV, LLC	South Pittsburgh	Pennsylvania	(412) 580-5713
1557	940 HORNED FROG FITNESS L.L.C.	Anna Melissa	Texas	(469) 400-7634
1473	VALENCIA FITNESS 40, LLC	Downtown Dallas	Texas	(214) 585-8134
1456	L5 FITNESS NEW MEXICO, LLC	El Paso	Texas	(915) 845-9200
1475	VALENCIA FITNESS 42, LLC	Highland Meadows	Texas	(214) 585-8134
1630	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1631	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1632	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1633	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1634	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1635	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1636	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1637	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1638	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750

#	Franchise Entity Name	City	State	Phone
1639	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1640	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1641	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1642	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1643	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1644	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1645	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1646	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1647	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1648	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1649	HZ HEART FIT, LLC	TBD	Texas	(281) 748-3750
1550	REGULUS FITNESS III, LLC	Victoria	Texas	(956) 495-3004
1511	VALENCIA FITNESS 38, LLC	Waxahachie	Texas	(214) 585-8134
1476	VALENCIA FITNESS 43, LLC	Wylie	Texas	(214) 585-8134
1506	HB TANNER HOLDINGS V, LLC	Pleasant View	Utah	(385) 244-4465
1233	L5 FITNESS UTAH, LLC	Saratoga Springs	Utah	(385) 498-4982
1568	EMPIRE STUDIO 1568 LLC	Herndon	Virginia	(908) 400-0831
1567	EMPIRE PORTFOLIO GROUP ACQUISTION LLC	Warrenton	Virginia	(908) 400-0831
1465	BHE OF BELLINGHAM, LLC	Lake Stevens	Washington	(564) 888-2420
1452	BHE OF KENT, LLC	New Castle	Washington	(704) 906-3260
1376	WAFIT VALLEY LLC	Spokane Valley	Washington	(509) 220-9199
1552	BHE OF NORMANDY PARK, LLC	Woodinville	Washington	(281) 409-7126
1321	OT WISCONSIN MADISON, LLC	Downtown Madison	Wisconsin	(414) 467-3640
1323	OT WISCONSIN GREENDALE, LLC	Greendale	Wisconsin	(414) 467-3640
1581	FIT 5150, LLC	Casper	Wyoming	(512) 963-6371
1582	FIT 6063, LLC	Cheyenne	Wyoming	(512) 963-6371

EXHIBIT G-2 TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

Franchisees Who Left System After Studio Opened in Fiscal Year Ended December 31, 2024

This list includes franchisees who had a Studio terminated, cancelled, not renewed, reacquired by us, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the fiscal year ended December 31, 2024 or who failed to communicate with us within 10 weeks of the issuance date of the disclosure document. This list includes franchisees (or owners of franchisees) who transferred a controlling interest in a Studio during the fiscal year ended December 31, 2024.

#	Franchise Entity Name	City	State	Phone	Reason
1147	AR HIIT, LLC	JONESBORO	Arkansas	(216) 236-3422	Transfer
149	DIAL FITNESS, LLC	RANCHO SANTA MARGARITA	California	(954) 727-3213	Nonrenewal
1459	SD FIT9 LLC	SAN DIEGO	California	(949) 701-7702	Ceased Operations
934	DTSJ FITNESS SOUTH, LLC	SAN JOSE	California	(858) 864-5888	Ceased Operations
1062	WCF VALLEY FAIR LLC	SANTA CLARA	California	(408) 898-1312	Ceased Operations
29	MEADOW INC.	AURORA	Colorado	(303) 548-5080	Ceased Operations
9	WSH HIGHLANDS RANCH, LLC	HIGHLANDS RANCH	Colorado	(303) 523-9887	Ceased Operations
809	TL FITNESS 2, LLC	Danbury	Connecticut	(914) 806-2536	Transfer
808	TL FITNESS, LLC	DANBURY	Connecticut	(914) 806-2536	Transfer
810	TL FITNESS 3, LLC	RIDGEFIELD	Connecticut	(914) 806-2536	Transfer
965	ALPHA FITNESS NEWARK LLC	NEWARK	Delaware	(732) 668-4714	Ceased Operations
1101	HH FITNESS THOMAS CIRCLE, LLC	WASHINGTON	District of Columbia	(202) 919-5500	Ceased Operations
1262	MDMS CAPITAL DC2 LLC	WASHINGTON	District of Columbia	(202) 535-0055	Ceased Operations
48	OTPBC2, LLC	BOYNTON BEACH	Florida	(407) 301-0006	Transfer
598	FLORIDA FITNESS WORKS 3, LLC	CELEBRATION	Florida	(407) 301-0006	Transfer
134	CHRISTOPHER AND JENNIFER ELMORE	CLEARWATER	Florida	(727) 460-4620	Transfer
599	FLORIDA FITNESS WORKS 4, LLC	CLERMONT	Florida	(407) 301-0006	Transfer
1413	FLORIDA FITNESS WORKS 6, LLC	DELAND	Florida	(407) 301-0006	Transfer
1333	DRBNORTE, LLC	DELRAY BEACH	Florida	(407) 301-0006	Transfer
53	TIFF & RON, L.L.C.	MIAMI BEACH	Florida	(954) 260-3284	Ceased Operations

#	Franchise Entity Name	City	State	Phone	Reason
970	FLORIDA FITNESS WORKS 1, LLC	MOUNT DORA	Florida	(407) 301-0006	Transfer
391	NAPLES COASTLAND COACHING LLC	NAPLES	Florida	(239) 599-5650	Nonrenewal
1536	FLORIDA FITNESS WORKS 9, LLC	NEW SMYRNA BEACH	Florida	(407) 301-0006	Transfer
398	CHRISTOPHER AND JENNIFER ELMORE	ODESSA	Florida	(727) 460-4620	Transfer
311	FLORIDA FITNESS WORKS 5, LLC	ORLANDO	Florida	(407) 301-0006	Transfer
1509	FLORIDA FITNESS WORKS 7, LLC	ORLANDO	Florida	(407) 301-0006	Transfer
1513	FLORIDA FITNESS WORKS 8, LLC	ORLANDO	Florida	(407) 301-0006	Ceased Operations
56	92 FITNESS CREW FLORIDA II, LLC	PALM BEACH GARDENS	Florida	(404) 849-2455	Ceased Operations
449	PSL FITNESS, LLC	PORT ST LUCIE	Florida	(407) 301-0006	Transfer
1045	FLORIDA FITNESS WORKS 2, LLC	SANFORD	Florida	(407) 301-0006	Transfer
1078	SUNRISE FITNESS PARTNERS, INC.	SUNRISE	Florida	(954) 684-8228	Ceased Operations
66	JJ LUGO ENTERPRISES, INC.	TAMPA	Florida	(813) 468-9156	Ceased Operations
368	JM AUGUSTA LLC	EVANS	Georgia	(202) 919-5500	Nonrenewal
1397	AS A FIDDLE LLC	GAINESVILLE	Georgia	(404)242-4697	Ceased Operations
272	VVDC LAWRENCVILLE, LLC	VALDOSTA	Georgia	(202) 919-5500	Nonrenewal
1351	South Loop 2 Fitness, LLC	CHICAGO	Illinois	(312) 292-1617	Ceased Operations
1450	C&Z Fit V, LLC	LAKE ZURICH	Illinois	(312) 699-9778	Ceased Operations
353	KC FITNESS 1 LLC	OLATHE	Kansas	(913) 397-7500	Ceased Operations
597	SCOTT AND LISA RUSSELL	BATON ROUGE	Louisiana	(225) 253-0191	Transfer
1225	BRAINTREE FITNESS, LLC	BRAINTREE	Massachusetts	(202) 919-5500	Ceased Operations
1026	TROIS FILLES FITNESS, LLC	CHELMSFORD	Massachusetts	(603) 320-7850	Ceased Operations
593	277 ANN ARBOR LLC	ANN ARBOR	Michigan	(730) 604-5910	Transfer
359	277 INVESTMENTS LLC	ANN ARBOR	Michigan	(730) 604-5910	Transfer
911	BRIGHTON 277 LLC	BRIGHTON	Michigan	(730) 604-5910	Transfer
243	EAST LANSING 277, LLC	EAST LANSING	Michigan	(730) 604-5910	Transfer
281	GO FORWARD BRANDS 4 L.L.C.	CHANHASSEN	Minnesota	(651) 336-9324	Transfer
176	GO FORWARD BRANDS 2 L.L.C.	EDEN PRAIRIE	Minnesota	(651) 336-9324	Transfer
724	FENTON FITNESS MO, LLC	FENTON	Missouri	(305) 246-4328	Transfer
785	ZONE FITNESS 2 LLC	Springfield-West	Missouri	(720) 810-2064	Ceased Operations
728	OTLV2, LLC	LAS VEGAS	Nevada	(202) 919-5500	Ceased Operations

#	Franchise Entity Name	City	State	Phone	Reason
940	PERSONAL BEST - DOVER, LLC	DOVER	New Hampshire	(603) 686-9007	Ceased Operations
327	JLD FITNESS LLC	MOORESTOWN	New Jersey	(609) 922-2133	Transfer
61	ROBERT GRANT	WEST WINDSOR	New Jersey	(609) 336-7267	Transfer
1263	KINARA LLC	BAYSHORE	New York	(917) 226-7855	Ceased Operations
692	EU VORTEX V LLC	MOUNT KISCO	New York	(561) 866-9882	Transfer
656	EU VORTEX I, LLC	NANUET	New York	(561) 866-9882	Transfer
658	EU VORTEX III, LLC	NEW CITY	New York	(561) 866-9882	Transfer
730	EMPIRE 37TH ST LLC	NEW YORK	New York	(908) 400-0831	Ceased Operations
198	JM ASTOR PLACE FITNESS LLC	NEW YORK	New York	(202) 919-5500	Ceased Operations
1331	G.E.C. FITNESS, LLC	ROCKAWAY PARK	New York	(347) 719-4040	Transfer
659	EU VORTEX IV, LLC	TARRYTOWN	New York	(561) 866-9882	Transfer
993	EU VORTEX VI LLC	YORKTOWN HEIGHTS	New York	(561) 866-9882	Transfer
1399	STUDIO ELEVEN CLT FITNESS LLC	Charlotte-College Downs	North Carolina	(908) 400-0831	Ceased Operations
655	NC01-JAMESTOWN, LLC	GREENSBORO	North Carolina	(202) 210-0492	Ceased Operations
487	GOJIBERRY, LLC	PORTLAND	Oregon	(202) 919-5500	Ceased Operations
342	WET BEAVER FITNESS-BLUE BELL, LLC	BLUE BELL	Pennsylvania	(267) 664-3919	Transfer
343	WET BEAVER FITNESS-GWYNEDD, LLC	NORTH WALES	Pennsylvania	(267) 664-3919	Transfer
1396	JM FLORENCE LLC	FLORENCE	South Carolina	(202) 919-5500	Ceased Operations
880	JM IRMO LLC	IRMO	South Carolina	(202) 919-5500	Ceased Operations
1488	JM SIMPSONVILLE LLC	SIMPSONVILLE	South Carolina	(202) 919-5500	Ceased Operations
1412	JM Cleveland, LLC	CLEVELAND	Tennessee	(202) 919-5500	Ceased Operations
862	FITNESS PREMISE ABILENE, LLC	ABILENE	Texas	(806) 789-7169	Transfer
1109	Interval Fitness of Amarillo, LLC	AMARILLO	Texas	(806) 441-9094	Ceased Operations
529	VSB VENTURES III, LLC	ARLINGTON	Texas	(214) 585-8134	Nonrenewal
947	CIRCLE C FITNESS LLC	AUSTIN	Texas	(512) 858-8008	Transfer
963	K&M FITNESS VI, LLC	BURLESON	Texas	(214) 585-8134	Ceased Operations
966	RDK FITNESS CONROE LLC	CONROE	Texas	(832) 326-8889	Ceased Operations
139	K & M FITNESS II, LLC	DALLAS	Texas	(214) 585-8134	Nonrenewal
1407	Valencia Fitness-North Dallas, LLC	DALLAS	Texas	(214) 585-8134	Ceased Operations

#	Franchise Entity Name	City	State	Phone	Reason
1284	K&M FITNESS IX, LLC	Fort Worth	Texas	(214) 585-8134	Ceased Operations
244	VSB VENTURES II, LLC	KELLER	Texas	(214) 585-8134	Nonrenewal
1260	VALENCIA FITNESS-NORTH MCKINNEY, LLC	MCKINNEY	Texas	(214) 585-8134	Ceased Operations
361	ALL SPORTS FITNESS STUDIOS LLC	PEARLAND	Texas	(832) 231-8552	Nonrenewal
1267	GTPAR, LLC	SAN ANGELO	Texas	(806) 407-0403	Transfer
852	LA CONTERRA FITNESS PARTNERS, LLC	SAN ANTONIO	Texas	(210) 876-3800	Ceased Operations
628	SIX.FOURTEEN.TWELVE II, LLC	SAN MARCOS	Texas	(512) 608-3711	Ceased Operations
1107	KMM Fitness V, LLC	TEMPLE	Texas	(214) 585-8134	Ceased Operations
643	MAXIMUM FITNESS, WESTLAKE LLC	WEST LAKE HILLS	Texas	(512) 807-0441	Ceased Operations
948	LFG BRAX, LLC	SAINT GEORGE	Utah	(801) 991-0559	Transfer
1261	MDMS CAPITAL VA5 LLC	ARLINGTON	Virginia	(240)535-0055	Ceased Operations
1445	FAIRFAX CIRCLE FITNESS LLC	FAIRFAX	Virginia	(908) 400-0831	Ceased Operations
1335	HH FITNESS SEVEN CORNERS, LLC	FALLS CHURCH	Virginia	(202) 919-5500	Ceased Operations
636	G3 FITNESS GROUP DCII, LLC	GAINESVILLE	Virginia	(202) 919-5500	Ceased Operations
1458	JM VANCOUVER WATERFRONT LLC	VANCOUVER	Washington	(202) 919-5500	Ceased Operations
823	BNC FITNESS LLC	BARBOURSVILLE	West Virginia	(740) 2662-6211	Transfer
824	BNC FITNESS II LLC	CHARLESTON	West Virginia	(740) 2662-6211	Transfer

Franchisees Who Left System in Fiscal Year Ended December 31, 2024 Before Studio Opened:

#	Franchise Entity Name	City	State	Phone	Reason
1296	BASSEL PARIS OF AMERICA LLC	BLUE ASH-THE SUMMIT	CALIFORNIA	(562) 242-9997	Termination
1272	IMGD MANAGEMENT INC.	CERRITOS	CALIFORNIA	(954) 298-3136	Termination
1002	SAND IN YOUR TOES LLC	DAVIS	CALIFORNIA	(562) 242-9997	Termination
1073	MIGA DESERT CONSULTANTS LLC	LA QUINTA	CALIFORNIA	(954) 298-3136	Termination
1386	WCF MOUNTAIN VIEW E LLC	MOUNTAIN VIEW II	CALIFORNIA	(562) 242-9997	Termination
1385	CLEMENTINE FITNESS LLC	VISALIA	CALIFORNIA	(480) 797-0766	Termination
1529	HONORS HOLDINGS LLC	CARTERSVILLE	GEORGIA	(412) 980-9136	Termination
1210	BISH FIVE LLC	FRAMINGHAM	MASSACHUSETTS	(412) 980-9136	Termination
1585	JHAH, LLC	CLARKSTON	MICHIGAN	(248) 635-5954	Transfer[1]
1586	JPJH, LLC	WHITE LAKE	MICHIGAN	(248) 232-7392	Transfer[1]
1532	HH FITNESS CARSON CITY	CARSON CITY	NEVADA	(412) 980-9136	Termination
1004	BERNARDS FITNESS LLC	FLORHAM PARK	NEW JERSEY	(908) 283-0904	Termination
657	EU VORTEX II, LLC	NYACK	NEW YORK	(518) 365-8101	Termination
1499	WEST COAST FITNESS LLC	CENTERVILLE	OHIO	(562) 242-9997	Termination
1526	HONORS HOLDINGS LLC	SMITHFIELD	RHODE ISLAND	(412) 980-9136	Termination
1453	HH LYNCHBURG LLC	BEAUFORT	SOUTH CAROLINA	(412) 980-9136	Termination
1512	VALENCIA FITNESS 39, LLC	GARLAND	TEXAS	(214) 585-8134	Termination
1474	VALENCIA FITNESS 41, LLC	GRAND PRAIRIE	TEXAS	(214) 585-8134	Termination
1544	L5 FITNESS UTAH LLC	BONNEVILLE	UTAH	(915) 845-9200	Termination
1572	L5 FITNESS UTAH LLC	HERBER CITY	UTAH	(915) 845-9200	Termination
1543	L5 FITNESS UTAH LLC	TAYLORSVILLE	UTAH	(915) 845-9200	Termination

[1] This franchisee is still in the OrangeTheory franchise system, but we have included it above due to a transfer of a majority interest of the franchisee.

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

EXHIBIT H TO THE DISCLOSURE DOCUMENT

FRANCHISEE QUESTIONNAIRES

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, OTF Franchisor, LLC (the “Franchisor”) and you are preparing to enter into a Franchise Agreement for the operation of a franchised Orangetheory 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 thedate you received it?		
3. Have you received and personally reviewed the Franchise 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 or in an attached written Amendment signed by you and us?		

QUESTION	YES	NO
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: ______________________________ ______________________________ ______________________________		
9. Are you currently involved in any other businesses/franchises that may interfere with the non-compete obligations outlined in the Orangetheory 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 Orangetheory Studio) that will affect your ability to sign or perform your obligations under the Franchise 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 thechanges 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: ______________________________ ______________________________ ______________________________		

QUESTION	YES	NO
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 informationmay 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: ______________________________

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:

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FRANCHISE APPLICANT

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FRANCHISE APPLICANT

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FRANCHISE APPLICANT

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FRANCHISE APPLICANT

DATE: ______________________________

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, OTF Franchisor, LLC (the "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a franchised Orangetheory 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 indicatingthe date you received it?		
3. Have you received and personally reviewed the Franchise 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,		

QUESTION	YES	NO
understandings, rights-of-first refusal or otherwise to you with respect to any matter, except as expressly set forth in the Franchise 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?		

Please insert the date on which you received a copy of the Franchise 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.

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FRANCHISE APPLICANT

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FRANCHISE APPLICANT

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FRANCHISE APPLICANT

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FRANCHISE APPLICANT

DATE: ______________________________

EXHIBIT I TO THE DISCLOSURE DOCUMENT

ASCENTIUM FINANCING AGREEMENT

Ascentium Capital
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

RENTAL AGREEMENT
Agreement No. ++AppNumAS++

RENTER ("you" or "your"):	ADDRESS	INITIAL TERM:
++CustNameAS++	++CustStAddrAS++ ++CustCityAS++ ++CustSTAS++ ++CustZIPAS++	++TermAS++

PAYMENT SCHEDULE:

EQUIPMENT: Items of equipment, inventory and personal property related thereto as generally described herein which Payee and Renter agree that a more detailed description of the property being rented shall be maintained by us among our books and records in whatever more detailed description of the property rented is received from the supplier(s) of such property (the "Supplier") and, absent manifest error, such detailed description shall be considered incorporated into this Rental Agreement (the "Agreement") and shall be provided to Renter promptly upon request.

Equipment Description: ++EquipDescAS++

Agreement. Regions Bank, an Alabama banking corporation d/b/a Ascentium Capital ("Payee", "we", "us" or "our") agrees to rent to you and you agree to rent from us the Equipment. This Agreement has an interim term ("Interim Term"), an initial term ("Initial Term") and one or more Renewal Terms (if any) (collectively the "Term"). The Interim Term starts on the date we fund the purchase price of the Equipment (the "Funding Date"). The Initial Term starts on the first due date specified by us (the "First Due Date"). You agree to pay us: (a) the number of payments in the amount(s) shown above (each a "Payment") during the Initial Term, (b) a pro-rated payment equal to 1/30th of a standard Payment times the number of days from the Funding Date to the First Due Date ("Interim Rent") and (c) all other amounts due under this Agreement. Interim Rent is due on the First Due Date and the first Payment is due either in advance, on the First Due Date, or on the second Due Date, as specified by us. Subsequent Payments are due on the same day of each month thereafter for the Initial Term and any Renewal Term. All payments are due whether or not we invoice you. You authorize us to adjust the Payments if the final Equipment cost or tax is different from the estimated amount on which the Payments are based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law. Any returned check and any ACH debit that is not honored is subject to a $30 return fee. You may not prepay this Agreement without our prior written consent. Amounts received by us under this Agreement shall be applied as we determine.

Net Lease. We assign to you during the Term any warranties we have in the Equipment and you should contact the Supplier for a description of those warranties. **We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Equipment. Your obligation to pay all amounts due hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, including, without limitation, any defect, damage or unfitness of the Equipment or any failure of the Supplier to provide any software, services or support relating to the Equipment**. You acknowledge you selected the Equipment and the Supplier and the Supplier is not our agent nor are we its agent.

Equipment. You will use the Equipment only for commercial purposes and in compliance with law and will allow us to inspect the Equipment upon our request. You will not modify, change the location of or sublease the Equipment or permit the Equipment to be used by anyone other than you. At your expense, you will maintain the Equipment in good operating condition and repair and keep it free and clear from all liens and encumbrances. Titled Equipment will be titled and/or registered as we direct. You are responsible for any damage to or destruction of the Equipment. You will at our election repair the Equipment at your expense or pay to us all amounts then due and owing plus the total of all unpaid future Payments for the Initial Term or Renewal Term (as applicable) plus our estimate of the Equipment's value at the end of the Term discounted at 3% per annum (all of the foregoing, "Casualty Value"). You will indemnify and hold us, our affiliates, employees and agents harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Equipment.

Fees/Taxes. You agree to pay when due and indemnify us from all taxes, interest and penalties relating to this Agreement or the Equipment ("Taxes") and reimburse us for those Taxes we pay on your behalf. Unless the taxing authority requires that you pay such Taxes directly, we will pay any personal property Taxes relating to the Equipment and you will reimburse us plus a tax service fee equal to the greater of $20 or 10% of the property tax amount for each filing. You agree to pay us processing fees and all other fees we deem necessary.

Automatic Renewal. This Agreement will automatically renew for successive one-year Renewal Terms unless you send us written notice at least 180 (but not more than 360) days before the end of the Initial Term or Renewal Term as applicable that you do not want to renew the Agreement. During any Renewal Term, monthly payments are due at the standard Payment amount. At the end of the Term, you shall deliver the Equipment to us, properly packed and shipped, at your sole cost and expense to a location we specify and upon such delivery your obligation to make monthly payments for any period following such delivery shall cease.

Insurance. During the Term, you will maintain insurance we specify on the Equipment. If you do not provide us satisfactory proof of insurance we may, but are not required to, have such insurance placed for the Term in such form and amount as we deem reasonable to protect our interests. Such insurance will be for our sole benefit and not for your benefit, and your monthly payment pursuant to this Agreement shall include a charge equal to (A) our premium expense for such insurance, which may be higher than the premium you would pay if you placed such insurance independently, plus (B) an annualized finance charge not to exceed 15% on our premium expense, plus (C) fees for billing and other administrative services with respect to such insurance in an amount not to exceed $7.00 per month.

Default and Remedies. If any one of the following occurs, you will be in default: (i) you or any guarantor of your obligations under this Agreement (a "Guarantor") fail to pay any amount under this Agreement or any related document when due, (ii) you or any Guarantor cease doing business, admit your inability to pay your debts, or you or any Guarantor file or have filed against you or it a petition under the Bankruptcy Code, (iii) you or any Guarantor breach any other obligation contained in this Agreement or any related document or (iv) you or any Guarantor merge, consolidate with, or sell all or substantially all of your or its assets or a majority of your or its ownership interests to any third party without our prior written consent. Upon your default, we may do any or all of the following: (a) terminate or cancel this Agreement, (b) take possession of the Equipment; you irrevocably waive any security required of us if we take possession of the Equipment and require you to deliver it to us at your expense to a location designated by us, (c) declare the Casualty Value immediately due and payable, (d) sell, dispose of, hold, or lease the Equipment, (e) direct Supplier to terminate your access to all software, services and support relating to the Equipment, without liability to us or Supplier, (f) exercise any other right or remedy available to us under applicable law. You shall reimburse us for all costs we incur in enforcing and defending our rights and interests hereunder including our attorneys' fees and costs to repossess, repair, store and remarket the Equipment. A waiver of default will not be a waiver of any other or subsequent default.

General. Payee is an FDIC-insured institution with its main office in Alabama. This Agreement is governed by applicable Federal Law and the laws of the State of Alabama with respect to rental or rate factor (howsoever characterized) and matters that are material to the determination of rental or rate factor (howsoever characterized). This Agreement is otherwise governed by the law of the State of Alabama, excluding conflicts of law principles. If any amount charged, collected or due exceeds the maximum amount permitted by applicable law, Payee shall make necessary adjustments to eliminate the excess. **You consent to the non-exclusive jurisdiction of courts located in Jefferson County, Alabama in any action relating to this Agreement. You waive any objection based on improper venue and waive any right to a jury trial. You and we agree that this Agreement is a "Finance Lease" under Uniform Commercial Code ("UCC") Article 2A and you waive any rights under UCC Articles 2A-303 and 2A-508 through 2A-522.** You grant us (i) a security interest in the Equipment, and all proceeds, to secure all your obligations under this Agreement and (ii) the right to make such UCC filings as we deem necessary. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this Agreement. We may assign this Agreement, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that you may have against us. All indemnities survive expiration or termination of this Agreement. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in a writing executed by the party against whom enforcement is sought. You agree, however, that we may, without notice to you, supply missing information or correct any misspellings or obvious errors in this Agreement. You represent and warrant to us that all information conveyed to us in connection with this Agreement and all related documents whether by you, a Guarantor, the Supplier or any other person, is accurate, complete and not misleading. This Agreement may be executed in counterparts which together shall be the same instrument. All fees, including fees and finance charges in connection with any insurance we obtain for our benefit on the Equipment under this Agreement, may not only cover our costs but may include a profit. If Renter constitutes more than one person, the liability of each shall be joint and several. Any notice given hereunder shall be in writing and, if delivered by mail, deemed given two business days after deposit with the US Postal Service, postage prepaid, addressed to Renter at its address set forth above or Payee at 23970 HWY 59 N, Kingwood, TX, 77339-1535, or such other address given to the sender by written notice. You agree that by providing us with an email address or phone number for a cellular or wireless device, you expressly consent to receiving notices and other communications including voice and text messages from us at that number or email address, and this express consent applies to each such email address or phone number that you provide to us now or in the future. You agree that this Agreement may be signed and delivered electronically. A copy of this Agreement shall be deemed an original for all purposes except only the copy of this Agreement marked as the "sole original" or similar language by Payee or its designee is the tangible chattel paper original of this Agreement under the UCC. Payee may acknowledge its acceptance of this Agreement in a subsequent communication signed by Payee.

This Agreement shall become effective upon Renter's signature below, however, our obligations under this Agreement shall be subject to our satisfactory receipt of all conditions specified by us, including a complete and properly executed documentation package, as determined by us. Renter hereby irrevocably accepts the Equipment and irrevocably authorizes and directs Payee to pay the Supplier(s) on behalf of Renter. The person executing this Agreement is authorized to do so, making this Agreement valid and binding on the Renter.

Renter Name:	++CustNameAS++	**By:**	##BusSign##
		Printed Name/Title:	++SignorNameAS++ ++SignorTitleAS++

AUTHORIZATION FOR ACH PAYMENTS: Renter authorizes Payee and Payee's successors and assigns to automatically initiate and make debit entry charges to Renter's bank account indicated below for the payment of all amounts owed by Renter from time to time under the Agreement. This Authorization is to remain in effect during the Term of the Agreement ++ACHIrrLang++Agreement. Any incorrect charge will be corrected upon notification to Payee, by either a credit or debit to Renter's account.

Bank Name:	##ACHBankRules##	**Business Acct Name:**	##ACHHolderNmRules##
Account No:	##ACHAcctRules##	**ABA/Routing No:**	##ACHABARules##
Authorized Signature:	##ACHSignRules##	**Printed Name – Title**	##ACHSignNameRules##, ##ACHSignTitleRules##

Ascentium Capital
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

ADDENDUM TO RENTAL AGREEMENT

(End of Term & Orangetheory Fitness Franchise)

Agreement No. ++AppNumAS++

Date: ++CurrentDate++

This Addendum is made for the purpose of changing certain terms and conditions of that certain Rental Agreement with the number referenced above (hereinafter called "Agreement") entered between Regions Bank, an Alabama banking corporation d/b/a Ascentium Capital ("Ascentium") and **++CustNameAS++** (hereinafter called "Customer" and "you"), as renter.

Amendments:

1. The Section of the Agreement titled "Automatic Renewal" is hereby amended and restated to read in its entirety as follows:

   End of Term Equipment Return: This Agreement will automatically renew for a single three-month Renewal Term unless you send us written notice at least 90 (but not more than 180) days before the expiration of the Initial Term that you do not want to renew the Agreement. During any Renewal Term, the payments under this Agreement will remain the same as the standard Payment amount during the Initial Term. At the end of the Initial Term or the Renewal Term (as applicable), you shall deliver the Equipment to us, properly packed and shipped, at your sole cost and expense to a location we specify and upon such delivery your obligation to make monthly Payments with respect to any period following such delivery shall cease. If you fail to return the Equipment at the end of the Initial Term or Renewal Term (as applicable), you will be in default under the Agreement and we may exercise any or all of our rights and remedies under the Agreement and, in addition, we may charge you monthly holdover rent equal to twice the standard Payment amount until you return the Equipment.

2. The following Section is added to the Agreement:

   Acknowledgement of Franchise Relationship and Franchisor's Acquisition Rights upon Renter's Default. You represent and warrant to us that you intend to use the Equipment in conjunction with the operation of an Orangetheory® Fitness studio that you are entitled to operate pursuant to a franchise agreement between OTF Franchisor, LLC ("Franchisor") and you (the "Franchise Agreement"). If the Franchise Agreement is terminated or expires for any reason, such termination or expiration shall be a default under this Agreement. You acknowledge that a default under this Agreement may also constitute a default under the Franchise Agreement. You agree that we have the right to notify Franchisor (and its affiliates) of any default under, or any modification or termination of, this Agreement and to provide Franchisor (and its affiliates) with any information relating to this Agreement (including your payment history and default status). In addition to our other remedies provided in this Agreement, upon your default, we shall have the right to unilaterally assign your rights under this Agreement, including your right to use and possess the Equipment to Franchisor (or its designee) or a third party without your consent. Upon such assignment, you shall remain liable for all unpaid obligations arising under this Agreement.

Upon execution of this Addendum, the Agreement shall be deemed to have been in effect since the effective date of the Agreement, incorporating into the Agreement the changes set out in this Addendum. Customer agrees that a facsimile or other copy of this Addendum, as executed, shall be deemed the equivalent of the originally executed copy for all purposes. Following your execution of this Addendum, our acceptance of the Agreement in a separate communication signed by us shall be deemed our acceptance of this Addendum.

CUSTOMER:	**++CustNameAS++**	**By:**	##BusSign##
		Printed Name/Title:	++SignorNameAS++ ++SignorTitleAS++

GUARANTY
Agreement No. ++AppNumAS++

Ascentium Capital
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

We use the words **you** and **your** to mean the undersigned Guarantor. The words **we**, **us**, and **our** refer to ++UsName++ and its successors and assigns.

For valuable consideration, receipt of which is hereby acknowledged, you hereby unconditionally guarantee and promise on demand (i) to pay us in lawful money of the United States all periodic rent, debt service, scheduled payments of purchase price and other sums required to be paid under the terms of (A) the equipment lease, equipment finance agreement, note and security agreement, loan and security agreement, conditional sale agreement, subscription agreement or similar agreement (including schedules to master agreements) whose Agreement number is referenced above ("Agreement"), entered between us, as creditor, lessor, payee, or secured party or as an assignee of another creditor, lessor, payee or secured party, and **++CustNameAS++** (hereinafter called "Obligor"), as debtor, lessee, payor or other obligor, and (B) any document relating to such Agreement representing any obligation from Obligor to us, including, without limitation, schedules, bills of sale, security agreements, evidence of indebtedness, progress payment agreements or lease commencement agreements (collectively, "Other Documents") in the amounts, at the times and in the manner set forth in such Agreement or Other Documents, and (ii) to perform, at the time and in the manner set forth in such Agreement, all of the terms, covenants and conditions, therein required to be kept, observed or performed by Obligor, and (iii) to perform, at the times and in the manner set forth in the Other Documents, all of the terms, covenants and conditions therein required to be kept, observed and performed by Obligor. You shall pay all of the foregoing amounts and perform all of the foregoing terms, covenants and conditions notwithstanding that such Agreement or any of the Other Documents, or any obligations performed or to be performed thereunder, shall be void or voidable as against Obligor or any of Obligor's creditors, including a trustee in bankruptcy of Obligor, by reason of any fact or circumstance including without limiting the generality of the foregoing, failure by any person to file and document or to take any other action to make the Agreement or any of the Other Documents enforceable in accordance with their terms. If the Agreement No. referenced above is a master agreement, this Guaranty covers all schedules (or similar agreements) referencing the master agreement even though such schedules (or similar agreements) have a different agreement number.

This Guaranty is a continuing one and shall terminate only upon full payment of all rents, debt service, scheduled payments of purchase price and all other sums due under the Agreement and the Other Documents and the performance of all the terms, covenants and conditions therein required to be kept, observed or performed by the Obligor. All indebtedness, now existing or hereafter arising, between Obligor and you is hereby subordinated to all present and future obligations of Obligor or you to us, including, but not limited to, the obligations set forth in the Agreement and Other Documents and no payment shall be made or accepted on any such indebtedness due Obligor or you until all of such obligations to us are paid and satisfied in full. This Guaranty is a guarantee of payment and performance and not of collection only.

You authorize us, without notice or demand, and without affecting your liability hereunder, from time to time in the course of our dealings with the Obligor to: (a) change the amount, time or manner of payment of rent, debt service, scheduled payment of purchase price or other sums required to paid under the terms of the Agreement and Other Documents; (b) change any of the terms, covenants, conditions or provisions of the Agreement or Other Documents; (c) amend, modify, change or supplement the Agreement and Other Documents; (d) assign the Agreement and Other Documents or the rents, debt service, scheduled payments of purchase price or other sums payable under the Agreement and Other Documents; (e) consent to Obligor's assignment of the Agreement and Other Documents or to the subleasing or subfinancing or use by any third party (other than Obligor) of all, or any portion, of the property covered by the Agreement; (f) take and hold security for the payment of this Guaranty or the performance of the Agreement and Other Documents, and exchange, enforce, waive and finance any such security; and (g) apply such security and direct the order of manner of sale thereof as we in our **sole** discretion may determine. We may without notice assign this Guaranty in whole or in part. You shall not assign this Guaranty without our prior written consent.

You waive any right to require us, before demanding from you the payment or performance from you specified above to; (a) proceed against Obligor; (b) proceed against or exhaust any property leased, financed or otherwise in the possession of Obligor pursuant to the Agreement or other security leased to or held from Obligor; (c) pursue any other remedy in Our power whatsoever; or (d) notify You of any default by Obligor in the payment of any rent, debt service, scheduled payment of purchase price or other sums required to be made under the terms of the Agreement or Other Documents or in the performance of any terms, covenants or conditions herein required to be kept, observed or performed by the Obligor. You waive any defense arising by reason of any disability or other defense of Obligor or by reason of the cessation from any cause whatsoever of the liability of the Obligor. You shall have no right of subrogation and waive any right to enforce any remedy which we now have or may hereafter have against Obligor, as well as any right of indemnity against Obligor for any obligations which you may perform with respect to the Agreement or Other Documents, and waive any benefit of, and any right to participate in, any security now or hereafter held by us. You waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and all other notices to which you may have a right.

You agree to pay attorneys' fees and all other costs and expenses, which may be incurred by us in the enforcement of this Guaranty.

You represent and warrant to us that: (a) you are a corporation, limited liability company or other entity duly organized and existing in good standing in the jurisdiction of your formation and have full power and authority to make and deliver this Guaranty; (b) the execution, delivery and performance of this Guaranty have been duly authorized by all necessary corporate, limited liability company or equivalent action and do not and will not violate the provisions of any presently applicable law or its articles of incorporation or other constituent documents or bylaws or any agreement presently binding on you; and (c) this Guaranty has been duly executed and delivered by your authorized representatives and constitutes your lawful, binding and legally enforceable obligation.

You authorize us to conduct a credit evaluation of you and to share any such information with others. In connection with such evaluation you authorize us to contact credit reporting agencies and others and you direct such parties to supply to us all information concerning you in their possession; you further authorize us to conduct updates of our evaluation during the term of the Agreement. Your obligations hereunder are in addition to and shall be cumulative with all other obligations of yours to us as guarantor or otherwise, and are independent of the obligations of the Obligor. A separate action or actions may be brought and prosecuted against you, whether an action is brought against Obligor or whether Obligor be joined in any such action or actions and **YOU WAIVE INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG OBLIGOR, YOU OR US. NEITHER YOU NOR US SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY. YOU CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN JEFFERSON COUNTY, ALABAMA IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY AND YOU WAIVE ANY RIGHT YOU MIGHT HAVE TO OBJECT TO ANY SUCH ACTION OR PROCEEDING ON THE GROUNDS IT IS AN INCONVENIENT FORUM. This Guaranty shall be governed by and construed in accordance with the laws of the jurisdiction governing the Agreement.**

This Guaranty shall inure to our benefit or that of our successors and assigns, and shall be binding upon you, your heirs, personal representatives, successors and permitted assigns.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

IN WITNESS WHEREOF the undersigned has duly executed this Guaranty effective as of ++CurrentDate++. A facsimile or other copy of this Guaranty, as executed, shall be deemed the equivalent of the original for all purposes. This Guaranty may be executed in separate counterparts which together shall constitute one and the same instrument.

GUARANTOR:	**++CGNameAS++**	**Federal Tax ID**	
Business Address:	++CGFullAddrAS++		
Signature:	⌦ ++CGSignTokenAS++	**Printed Name, Title:**	++First++ ++Last++ ++Title++

Ascentium Capital
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

PERSONAL GUARANTY

Agreement No. ++AppNumAS++

Obligor Name:	**++CustNameAS++ ("Obligor")**

The undersigned individual(s) ("you", "your") unconditionally guarantee to Regions Bank d/b/a Ascentium Capital and our successors and assigns ("we", "us" or "our") the prompt payment and performance when due of all of the obligations of the Obligor (named above) under the lease agreement, rental agreement, equipment finance agreement, installment payment agreement, loan and security agreement, or similar agreement (including schedules to master agreements) whose Agreement number is referenced above ("Agreement"), entered between us and the Obligor, as lessee, renter, debtor, or other obligor and all related documents executed by the Obligor (collectively, "Agreements").

We may proceed against you before proceeding against the Obligor, any collateral or any leased equipment under the Agreements, or enforcing any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Obligor, this Guaranty will remain in effect with respect to the Agreements as so changed even if you are not notified of the changes and will remain in effect even if the Agreements or any of them are no longer enforceable against the Obligor. You waive all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and all other notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent.

This Guaranty shall be governed by the laws of the jurisdiction governing the Agreement. You consent to the non-exclusive jurisdiction of the courts in Jefferson County, Alabama in any action to enforce this Guaranty, waive any objection based on improper venue, and **WAIVE ANY RIGHT TO A JURY TRIAL**. The notice provisions in the Agreement shall apply to this Guaranty except that any notice to you, if delivered by mail, will be sent to your current address shown in our records. You agree that by providing us with an email address or a phone number for a cellular device, you expressly consent to receiving notices and other communications including voice and text messages from us at that number or email address, and this express consent applies to each such email address or phone number that you provide to us now or in the future.

If there is more than one guarantor of the Obligor's obligations under the Agreements, the liabilities of each such guarantor shall be joint and several. This Guaranty shall inure to our benefit and that of our successors and assigns, and shall be binding upon you, your heirs, personal representatives, successors and permitted assigns. You agree this Guaranty may be signed and delivered electronically. A facsimile or other copy of this Guaranty, as executed, shall be deemed the equivalent of the original for all purposes. This Guaranty may be executed in separate counterparts which together shall constitute one and the same instrument. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

Each of the undersigned has duly executed this Guaranty, effective as of ++CurrentDate++.

PLEASE SIGN BELOW			
Printed Name:	++PGFullNameAS1++	**Guarantor Signature:**	##PGSign1##
Printed Name:	++PGFullNameAS2++	**Guarantor Signature:**	**++PGSignAS2++** ##PGSign2##
Printed Name:	++PGFullNameAS3++	**Guarantor Signature:**	**++PGSignAS3++** ##PGSign3##
Printed Name:	++PGFullNameAS4++	**Guarantor Signature:**	**++PGSignAS4++** ##PGSign4##

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	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	March 31, 2025
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	March 31, 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 OTF Franchisor, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we provide you with this disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this disclosure document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this disclosure document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If OTF 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit “A” to this disclosure document).

The franchisor is OTF Franchisor, LLC, located at 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487. Its telephone number is (954) 530-6903.

We authorize the respective state agencies identified on Exhibit “A” to receive service of process for us if we are registered in the particular state.

Issuance Date: March 31, 2025

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Franchise Seller Name	Principal Business Address	Telephone Number
	6000 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487	(954) 530-6903
______________________ (Area Representative (if any))		

I received a disclosure document with an Issuance Date of March 31, 2025 (the state effective dates are listed on the pages preceding the table of contents). The disclosure document included the following exhibits: A. List of State Agencies/Agents for Service of Process; B. Franchise Agreement; C. Financial Statements and Guarantee; D. Table of Contents of Operations Manual; E. State Specific Addenda and Riders; F. Information About Area Representatives; G-1. List of Current Franchisees; G-2. List of Franchisees Who Have Left the System; and H. Franchisee Questionnaires; and I. Ascentium Financing Agreement.

Please indicate the date on which you received this disclosure document, and then sign and print your name below, indicate the date you sign this receipt, and promptly return one completed copy of the Receipt to OTF Franchisor, LLC, at 6000 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487. The second copy of the Receipt is for your records.

Date Disclosure Document Received:

____

____
Prospective Franchisee's Signature

Date Receipt Signed:

____
Print Name

____

Address:______________________

____

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If OTF 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document).

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Date Disclosure Document Received:

______________________ ______________________________________

Prospective Franchisee's Signature

Date Receipt Signed: ______________________________________

Print Name

______________________ Address:______________________________

____