# 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 $~~613,129~~729,352 to $~~1,644,519.~~1,628,992 This includes $~~232,174~~217,820 to $~~311,074~~295,720 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.

The issuance date of this disclosure document is June ~~7~~4, ~~2023~~2024.

## 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 THE MICHIGAN FRANCHISE INVESTMENT LAW**

**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


| | |
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| A | List of State Agencies/Agents for Service of Process |
| B | Franchise Agreement |
| C | Financial Statements |
| D | Table of Contents of Operations Manual |
| E | State Specific Addenda and Riders |
| F | Information About Area Representatives |
| G-1 | List of Current Franchisees |
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| H | Franchise Compliance Certification |

## 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**"), certain 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 have offered franchises for Area Representative Businesses (as defined below in this Item 1) since March 2019. We do not operate any Studios.

### Parents, Predecessors and Affiliates

~~We are an indirect, wholly-owned subsidiary of Ultimate Fitness Holdings, LLC ("**UFH**"), a Delaware limited liability company formed on January 11, 2016. UFH shares our principal business address. UFH is our ultimate parent.~~

#### Parents

On April 2, 2024 we became an indirect, wholly-owned subsidiary of TGR Parent, 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 TGR Intermediate LLC ("**Intermediate**"), 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 ~~formed on January 23, 2019~~that shared our principal business address ("**OTFR**"), merged with us. ~~Prior to the merger~~ From March 2019 to December 2019, OTFR was our direct parent company and ~~shared our principal business address. From March 2019 to December 2019, OTFR~~ acted as the

franchisor for, and provided ongoing support services to, franchised Studios and Area Representative Businesses that operated under franchise and area representative agreements executed prior to March 4, 2019~~, but~~. 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 ~~franchised Studios or~~ 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 ~~formed on August 4, 2009 ("**UFG**"). We have entered into a management agreement with UFG. In the management agreement, UFG has agreed to provide management and support services to us. As a result of this agreement, UFG, acting on our behalf, will fulfill our contractual obligations to our franchisees, 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~~that shares our principal business address ("**UFG**"). From July 2010 to March 2019, UFG offered and sold franchises for Studios and Area Representative Businesses. ~~UFG no longer offers ORANGETHEORY® franchises or franchises in any line of business. UFG shares our principal business address.~~ 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 ~~UFG~~UGF, both OTFR and UFG are considered to be our predecessors.

**Affiliates that Provide Services to Franchisees**

~~We are affiliated with~~Our affiliate, OTF Product Sourcing, LLC, a Delaware limited liability company ~~formed on December 10, 2018~~ ("**OTF Sourcing**"). It 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.

**Affiliates that Operate Studios**

~~We are affiliated with~~Our affiliates, OTF Studios, LLC ~~("**OTF Studios**")~~, a Delaware limited liability company ~~formed on January 11, 2016~~("**OTF Studios**"), and OTF Property Holdings, LLC, a Delaware limited liability company ("**OTFPH**"), ~~a Delaware limited liability company formed on~~

~~December 10, 2018, which~~ directly or through wholly-owned subsidiaries own and operate certain Studios (the "**Affiliate-Owned Studios**"). As of December 31, ~~2022~~2023, there were ~~21~~22 Affiliate-Owned Studios in operation. OTF Studios and OTFPH share our principal business address.

~~We are affiliated with OTF IP Holder, LLC, a Delaware limited liability company formed on January 23, 2019 ("**OTF IP**"). OTF IP owns the intellectual property rights to the System (as defined below in this Item 1) and the Marks, which OTF IP licenses to us through a license agreement. OTF IP shares 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, 2023, Anytime Fitness had 2,298 franchised and 12 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, 2023, it had 37 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, 2023, Waxing had 150 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, 2023, Bar Method had 73 franchised studios and one affiliate-owned studio 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, 2023, Basecamp had 16 franchised and five affiliate-owned studios operating in the United States.

Except ~~for UFG~~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 for OTF Sourcing, AFLLC, and UFG, we do not have any affiliates that provide products or services to our franchisees.

~~**Corporate Transactions**~~

~~UFH and its subsidiaries were restructured as part of a secured financing transaction which closed in March 2019 (the "**Securitization Transaction**"). As part of the Securitization Transaction, (i) we, OTFR, OTF Sourcing, and OTF IP were organized, (ii) all existing franchise agreements, area representative agreements, and related agreements for Studios and Area Representative Businesses were transferred from UFG to OTFR, (iii) we became the franchisor of all future franchise, area representative, and related agreements, including any transfers or renewals made by OTFR's franchisees, (iv) ownership and control of all Marks and certain intellectual property relating to the operation of Studios and Area Representative Businesses were transferred from UFG to OTF IP, and (v) we entered into a management agreement with UFG for UFG to act as our franchise sales agent and provide support and services to our franchisees in accordance with their franchise agreements.~~

~~On December 31, 2019, OTFR merged with us. As a result of the merger, we became the sole franchisor of the ORANGETHEORY® system, responsible for providing support to all ORANGETHEORY® franchisees.~~

## The Franchise

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 ~~2,000~~1,800 to 4,000 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.

## Our Area Representative Program

In a separate disclosure document, we offer to persons who own or will own a Studio franchise and meet our qualifications the opportunity to become an ORANGETHEORY® area representative (an "**Area Representative**") and operate an area representative business ("**Area Representative Business**"). Area Representative Businesses solicit and screen prospective franchisees for the right to own and operate Franchises under Franchise Agreements which are

between us and the franchisee (the Area Representative is not a party). Area Representative Businesses assist us in providing full support and rendering certain services to franchisees within the Area Representative's territory, including making the Area Representative Business' franchised Studio available for training franchisees and their employees; overseeing the development and construction process for franchised Studios; assisting franchisees with membership presales, core business reviews and marketing, in addition to conducting regular visits to determine the franchisees' compliance with our operation and system standards, and applicable performance standards under the Franchise Agreement; and conducting regular consultation meetings with franchisees in the Area Representative's territory. The Area Representative Business also renders certain services directly to us, including delivery of annual business plans; audit reports of franchisees in the Area Representative's territory; regular reports on business activities; and other activities that we deem necessary from time to time. See Exhibit F for information regarding our Area Representatives.

**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. ~~The success of your Studio will depend in large measure on the demographics of the residents near your Studio, the competition surrounding your Studio, local labor conditions and wage rates, the local costs of advertising, the availability of suitable facilities in convenient locations and at affordable rents, and your management, marketing, and selling skills and work ethic. You should consider these and other factors in evaluating whether to invest in our franchise system.~~

**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 and Manager: David Long**

Mr. Long has been our Chief Executive Officer since December 2018 and our Manager since March 2019. He also has been the Chief Executive Officer for OTF Sourcing since December 2018, ~~for OTF IP since January 2019,~~ and for OTFR from January 2019 to December 2019. He is one of the co-founders of the ORANGETHEORY® concept and has served as UFG's Chief Executive Officer since August 2009 and as one of its Managers since February 2016. Since January 2016, he has also served as a Manager of UFH. He has served as President and Chief Executive Officer of OTF Studios since January 2016 and of OTF Sourcing since December 2018. Since June 2015, he has been a Board Member of Fresh Meal Plan LLC in Boca Raton, Florida. From June 2008 to May 2018, he was also a Master Regional Developer for European Wax Centers in Central Florida.

**President Emeritus: David Carney**

Mr. Carney has been our President Ermitus 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, ~~OTF IP from January 2019 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.

**President of International of UFG: Jason Dunlop**

Mr. Dunlop has been the President of International of UFG since September 2022. From August 2021 to August 2022, he was the Global President of CrossFit, LLC in Boulder, Colorado. From April 2019 to August 2021, he was SVP of International for Canada Goose Holdings, Inc., in Zurich, Switzerland. From January 2016 to April 2019, he was Chief Operations Officer of International of Starbucks Corporation in London, England.

**Chief Operating Officer: J.J. Creegab**

Mr. Creegab 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. From April 2014 to November 2019, he was the Chief Operating Officer for You Fit, LLC in Deerfield Beach, Florida.

**Chief Financial Officer: ~~David Hammer~~ R. John Pindred**

Mr. ~~Hammer~~Pindred has been our Chief Financial Officer since ~~March 2021. He~~April 2024. Mr. Pindred has also ~~been~~served as the Chief Financial Officer of ~~UFH, UFG, OTF Sourcing, and OTF IP since March 2021. From February 2018 to September 2020, he was the Chief Executive Officer of the Appliances & Cookware Division of Newell Brands in Boca Raton, Florida.~~(i) our

Parent 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.

**Chief Development Officer: Richard Armstrong**

Mr. Armstrong has been our Chief Development Officer 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.

~~**Chief Operating Officer: Carrie Julier**~~

~~Ms. Julier has been our Chief Operating Officer since November 2020. She has also been the Chief Operating Officer of UFH, UFG, OTF Sourcing, and OTF IP since November 2020. From January 2020 to November 2020, she served as Senior Vice President Revenue Management for UFG. From March 2017 to January 2020, she was Senior Vice President, Global Retail Experience and General Manager, Onboard Media for Starboard Cruise Services in Miami Beach, Florida. From January 2019 to January 2020, she was also Senior Vice President, Retail Operations for Starboard Cruise Services in Miami Beach, Florida. From October 2014 to December 2019, she was also Vice President and General Manager of Onboard Media in Miami Beach, Florida.~~

**General Counsel: Joseph Rubbone**

Mr. Rubbone has been our General Counsel since June 2020. He has also served as General Counsel of UFH, UFG, and OTF Sourcing~~, and OTF IP~~ since June 2020. From December 2019 to May 2020, he was Vice President and Associate General Counsel for UFH, UFG, and OTF Sourcing~~, and OTF IP~~. From May 2015 to December 2019, he served as General Counsel for All Market Inc. d/b/a/ Vita Coco in New York, New York.

~~**Chief Marketing Officer: Kelly Lohr**~~

~~Ms. Lohr has been the Chief Marketing Officer of UFG since September 2022. She was the Growth Officer for Freshly between March 2021 and August 2022. She was Head of Marketing at Amazon between September 2017 and March 2021.~~

**Chief Technology Officer: Ameen Kazerouni**

Mr. Kazerouni has been our Chief Technology Officer since February 2023. 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. From April 2017 to January 2019, he was Lead Data Scientist for Zappos in Las Vegas, Nevada.

**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.

~~**Manager of UFG: Jerome Kern**~~

~~Mr. Kern has served as one of UFG's Managers since February 2016. He is one of the co-founders of the ORANGETHEORY® concept. Since May 2005, he has been a Managing Member of MJ Ventures, LLC, in Fort Lauderdale, Florida, serving as Regional Developer for Massage Envy in South Florida.~~

~~**Manager of UFG: Ellen Latham**~~

~~Ms. Latham has served as one of UFG's Managers since February 2016. She is one of the co-founders of the ORANGETHEORY® concept. Since April 2008, she has been the owner of Ellen's Ultimate Work Out, a health and fitness center in Davie, Florida.~~

~~**Manager of UFG: David Hardy**~~

~~Mr. Hardy has served as one of UFG's Managers since February 2016 and one of UFH's Managers since February 2016. Since September 2012, he has also been the President of World Health Edmonton, Inc., in Edmonton, Canada. He has been an owner and director of OTF Canada, Inc., our Master Franchisee for Canada, since November 2011. Since 1996, he has been the President of Franvest Capital Partners in Edmonton, Alberta.~~

~~**Manager of UFG: John Jordan**~~

~~Mr. Jordan has served as one of the Managers of UFG since March 2019. He has been employed by Roark Capital Management, LLC, an affiliate of a private equity firm based in Atlanta, Georgia, since 2008 and currently serves as a Principal.~~

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.

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

No bankruptcy is required to be disclosed in this Item.

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 charge the Initial Franchise Fee uniformly to all franchisees. We have no intention, now or in the future, of reducing the Initial Franchise Fee for any prospective franchisee, although we reserve the right to do so 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, ~~2022~~2023 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 ~~prescribe from us~~ 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 prior to the ~~presales period~~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. The Technology Fee currently is used to cover 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

~~pereiodically~~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 ~~selectorized equipment, free~~ 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 $~~164,250~~149,250 for a ~~2,600~~1,800 square foot Studio to $~~233,500~~214,750 for a 4,000 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 $4,000 to $6,000. 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. We may change this fee from time to time. 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.

**Other Initial Fees**

At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance which is beyond the nature and scope of the services we are then providing to new franchisees as part of the Initial Franchise Fee. If, in our sole discretion, we elect to provide such additional services, you and we will agree upon and document the nature and scope of this additional assistance. We may charge you a reasonable fee for such additional services, including, but not limited to, *per diem* charges for travel and living expenses for our personnel. Such fees are not refundable. We estimate that the fee will range from $2,500 to $5,500.

## 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. |

| Type of Fee[(1)] | Amount | Due Date | Remarks |
|---|---|---|---|
| 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. |
| 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. |

| Type of Fee[(1)] | Amount | Due Date | Remarks |
|---|---|---|---|
| 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. |
| Additional Initial Training | Reasonable fee, currently $1,000 per person per session | On demand | We provide initial training for all owners who sign the franchise agreement. Should space permit, we may allow you to bring up to 2 additional persons for training, normally a studio manager and your head trainer, on an abbreviated basis. We will train up to three trainees at no charge, but may charge you a fee for all additional, replacement, or repeat trainees. You are responsible for travel and living expenses incurred during training. |
| Studio Launch Training | Reasonable fee, currently $1,400 per person per session (for additional, 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, but may charge this fee for all additional, replacement, or repeat trainees participating in Studio Launch Training. |
| Refresher Training Fees | Reasonable fee, currently, $250 per day per person trained | 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. |

| Type of Fee[(1)] | Amount | Due Date | Remarks |
|---|---|---|---|
| Conference Fees | Reasonable registration fees; varies by program | 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 Annual Convention (which we expect will be less than $1,000 per person in ~~2022~~2024) and Annual Training Summit (which we expect will be less than $600 per person in ~~2022~~2024). 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 Premiums | Amount of unpaid premiums, plus a reasonable administrative fee | On demand | Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you. |
| Product Purchases | See Item 8 | See Item 8 | You must buy products that (i) meet our standards and specifications and (ii) are purchased from suppliers designated or approved by us. We reserve the right to designate ourselves or affiliates as the exclusive supplier for certain products. If we do so, then you must purchase them from us. |
| Technology Fee | Currently, $899 per month, plus a $575 Management Software setup fee | As invoiced | Currently, this fee includes access to the ~~Desiganted~~Designated Platforms that we prescribe and require from time to time for use in the operation of Studios. 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 this fee and the included products and services from time to time without any limitation. |

| Type of Fee[(1)] | Amount | Due Date | Remarks |
|---|---|---|---|
| OTbeat Fees | Currently, $149 per month and a one-time setup fee of $250 | 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 technology 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 $1,000 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. |
| Product/Supplier Approval Costs | Reasonable cost of inspection or testing plus actual cost of laboratory fees, professional fees and travel and living expenses of our personnel | When billed | We may require you to pay us or an independent laboratory for the cost of inspection or testing if you desire to purchase or lease items to be used in the Studio from sources we have not previously approved. |
| 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. |
| 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. Except as otherwise indicated in the chart above, we impose all of the fees and expenses listed, and they are payable to us. We may require you to pay any or all periodic or recurring fees to us by electronic funds transfer.

(2) You are responsible for the payment of Royalties to us even if your minimum performance levels have not been met. We require you to 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 to 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 will 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 |
| Travel and Living Expenses During Training (2) | $1,200 | $4,800 | Lump Sum | As incurred | Outside suppliers |
| Deposit for Leasehold (3) | $0 | $60,000 | Lump Sum | On signing lease or sublease | Landlord |
| Rent (one month) (3) | $3,360 | $~~38,000~~40,000 | Installments | As agreed in lease or sublease | Landlord |
| Leasehold Improvements and Construction Costs (4) | $~~250,000~~ 380,000 | $1,000,000 | As Agreed | As incurred | Outside contractors and suppliers |
| Fitness Equipment (including installation) and OTbeat™ Start-Up System (5) | $~~164,250~~ 149,250 | $~~233,500~~214,750 | Lump Sum | As incurred | OTF Sourcing; Third party (installation) |
| Technology - Software Licensing Fee (~~3 months)~~ (6) | $~~3,272~~4,495 | $~~3,272~~4,495 | As Agreed | Monthly | Us or our affiliates |
| OTbeat Fee (3 months) (7) | $697 | $697 | As Agreed | Monthly | Us or our affiliates |
| Fitness Equipment Maintenance (8) | $900 | $2,400 | As Agreed | Monthly | Outside suppliers |
| Initial Inventory of Orangetheory® Fitness Retail Merchandise (9) | $4,000 | $6,000 | Lump Sum | As incurred | OTF Sourcing |
| AED and First Aid Equipment/Training (10) | $1,000 | $5,000 | Lump Sum | As incurred | Outside suppliers |
| Exterior Signage | $5,000 | $14,000 | As Agreed | As incurred | Outside suppliers |
| Technology System (11) | $70,000 | $98,500 | As Agreed | As incurred | Outside suppliers |
| Pre-Sale and Grand Opening Advertising (12) | $30,000 | $40,000 | As Agreed | As incurred | Outside suppliers |
| Presales Training Program(13) | $0 | $4,900 | As Agreed | As incurred | Us |

| Type of expenditure | Low | High | Method of Payment | When due | To whom payment is to be made |
|---|---|---|---|---|---|
| Business Licenses/ Miscellaneous Opening Costs (14) | $1,000 | $3,000 | Lump Sum | As incurred | Outside suppliers |
| Insurance (15) | $3,500 | $5,000 | Lump Sum | As incurred | Insurance Company |
| Additional Assistance (16) | $0 | $5,500 | Lump Sum | As Incurred | Us |
| Additional Funds - 3 Months (17) | $15,000 | $60,000 | As Agreed | As incurred after Studio opens | Outside suppliers |
| **TOTAL ESTIMATED INITIAL INVESTMENT (excluding real estate purchase costs) (18)** | $~~613,129~~ 729,352 | $~~1,644,519~~ 1,628,992 | | | |

NOTES:

(1) ~~(4)~~ 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) ~~(5)~~ Travel and Living Expenses During Training. We provide initial training for up to three trainees for no charge. You must arrange and pay 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. See Item 11 for a description of the initial training program.

(3) ~~(6)~~ Deposit for Leasehold and Rent (one month). 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 ~~2,000~~1,800 to 4,000 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, and cannot be accurately projected by us; as a result, the costs shown above may be low or high. 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 first month of rent and the security deposit. 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.

(4) ~~(7)~~ 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 $350,000, with $~~120,354~~101,000 as the average reported allowance. The estimate has not been adjusted to reflect any potential tenant improvement allowances. The high estimated figures include remodeling walls, ceilings, floors, and other construction including electrical, plumbing, HVAC and carpentry work. This estimate also takes into account the cost of permitting.

(5) ~~(8)~~ Fitness Equipment (including installation) and OTbeat™ Start-Up System. This includes ~~selectorized equipment,~~ 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 from $32 to $~~70~~75 each and additional straps costs approximately $10 each, each of which must be ordered for all members. (We also recommend that you keep extra straps on hand).

(6) ~~(9)~~ Technology – Software Licensing Fee ~~(3 months)~~. 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~~five months of fees, as well as the $575 fee to set up the Management Software account.

(7) ~~(10)~~ OTbeat Fee (3 months). We charge a monthly OTbeat Fee to all franchisees to use the OTbeat™ System. The OTbeat Fee is currently $149 per month. This estimate includes three months of OTbeat Fees and the one-time setup fee of $250.

(8) ~~(11)~~ Fitness Equipment Maintenance. An equipment maintenance contract is required prior to opening your Studio and evidence of such must be provided to us. The current cost of the maintenance contract is $300 to $800 per month. The estimate in the table is based on three months. This fee is charged by a third-party provider and is subject to change. Neither we nor our affiliates currently provide any equipment maintenance services.

(9) ~~(12)~~ 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.

(10) ~~(13)~~ AED and First Aid Equipment/Training. This estimate includes the cost of one automated external defibrillator ("**AED**") and training for CPR and AEDs, which every Studio must have.

(11) ~~(14)~~ 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, 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**"). 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.

(12) ~~(15)~~ Pre-Sale and Grand Opening Advertising. You must conduct a presale/grand opening program we approve, with a minimum cost of $30,000, as determined by us. See Item 11.

(13) ~~(16)~~ Presales Training Program. For your first Studio, we require you to participate in the Presales Training Program, as described in Item 5. For your subsequent Studios, we may require you to use this service in our sole discretion.

(14) ~~(17)~~ Business Licenses/Miscellaneous Opening Costs. This estimate is subject to any state and local requirements for licenses and permits.

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

(16) ~~(19)~~ Additional Assistance. At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance which is beyond the nature and scope of the services we are then providing to new ORANGETHEORY® franchisees as part of the Initial Franchise Fee. We estimate that the fee will range from $2,500 to $5,500. The low estimate assumes that you do not request additional assistance.

(17) ~~(20)~~ 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 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), rent, fees payable to us, legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items.

(18) ~~(21)~~ 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 ~~2,000~~1,800 to 4,000 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 total actual cost to construct and operate each Affiliate-Owned Studio has varied from the estimated costs shown above, and no particular Studio has experienced the low or the high estimate for every category shown above.~~ 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 (see ITEM 10). 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).

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 system; (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 are required to 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, OTbeat™ heart rate monitors (including the straps and pods that each member must purchase from you in order to connect to the OTbeat™ System during their workout), 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, but not limited to, OTCONNECT and Orange University. One of our officers owns an indirect ownership interest in us and OTF Sourcing. There are no other suppliers in which any of our officers own an interest.

**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 are required to 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.

You are obligated, at your expense, to 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 will 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<br>$100,000 each occurrence for sexual misconduct<br>$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.

Your obligation to obtain and maintain the policies that we require, in the amounts specified, will not be limited in any way by reason of any insurance maintained by us, nor will your performance of that obligation relieve you of your liability under the indemnity provisions in the Franchise Agreement. If you fail to procure or maintain the insurance that we require, we may (but are not obligated to) obtain the required insurance and charge the cost of the insurance to you, plus a reasonable administrative fee.

**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 a single designated supplier. 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, 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. 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 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 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 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, ~~2022~~2023, OTF Sourcing earned $~~2,556,257~~2,482,521 from rebates.

During the fiscal year ended December 31, ~~2022~~2023, we earned revenues of $~~18,222,526~~19,375,097 from required purchases by franchisees, which was ~~16~~15.7% of our total revenue of $~~114,132,529~~123,679,241 as reported in our audited financial statements. We did not earn any revenue from franchisee leases.

During the fiscal year ending December 31, ~~2022~~2023, OTF Sourcing earned revenues of $~~71,152,611~~70,808,348 from required purchases and leases by franchisees (not including the rebates described above).

**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 |

| Obligations | Section In Agreement | Disclosure Document Item |
|---|---|---|
| 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 |
| 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 offer direct or indirect financing. We do not guarantee your note, lease or obligations.

## 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, ~~we have entered into~~under a management agreement with ~~UFG~~AFLCC 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, or appoint in the future, an Area Representative to operate an Area Representative Business in the area in which your Studio is located, such 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.

**Pre-Opening Obligations**

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)(~~ii~~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 written 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, ~~2022~~2023, the Brand Fund expenditures were as follows:

| Type of Expenditure | Amount | Percentage |
|---|---|---|
| Marketing, Media & Social | $~~26,936,229~~27,031,988 | ~~83.4~~82.4% |
| Admin | $~~2,829,135~~4,494,082 | ~~8.~~13.7% |
| Other (Promotional Items) | $~~2,570,442~~1,288,578 | ~~7.9~~3.9% |
| **TOTAL** | **$~~32,335,806~~32,814,648** | **100%** |

Brand Fund expenses in ~~2022~~2023 included funds carried over from the prior year. All of the contributions that remained in the Brand Fund at December 31, ~~2022~~2023 have been carried forward for use by the Brand Fund in ~~2023~~2024.

**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. 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 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 a minimum of $30,000, 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, Co-ops have been formed, or are in the process of being formed, for the following areas/regions: Austin, Boston, Charlotte, Chicago, Delaware, Denver, Houston, Jacksonville, Kansas City, Las Vegas, Michigan, Minnesota, New York (Tri State), Northern California, Northern Virginia/DC, Orange County, CA, Orlando (Central Florida), Philadelphia, Phoenix, Raleigh, and South Florida. We anticipate that Co-ops will continue to be formed in numerous regions in the future.

**Digital Marketing**. We may, in our sole discretion, establish and operate 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 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.

~~(1)~~ 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 Twitter 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 will be required to 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 $70,000 to $98,500 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™ System 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™ system 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 Syshetem, 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 ~~4~~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.** 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 applicable laws. Simultaneously with the negotiation of your Site Agreement, or shortly thereafter, 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 federal, state or local laws and regulations, or state and local environmental requirements and building codes. Compliance with those laws 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).

**Additional Assistance.** At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance which is beyond the nature and scope of the services we are then providing to new ORANGETHEORY® franchisees as part of the Initial Franchise Fee. If, in our sole discretion, we elect to provide such additional services, you and we will agree upon and document the nature and scope of this additional assistance. We may charge you a reasonable fee for such additional services, including, but not limited to, *per diem* charges for travel and living expenses for our personnel. (Franchise Agreement - §3(a))

**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 ~~180 to 240 days~~nine to 12 months in most markets. Factors that may affect this period include ~~whether you have selected a site when you sign the Franchise Agreement~~, 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~~, and similar factors~~. (Franchise Agreement - §3(e))

~~You must~~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 ~~8~~12 months from the effective date of ~~your~~the Franchise Agreement ~~(unless otherwise specified by us).~~. 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 654 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 (currently, $1,000 per person for each session), including repeat or replacement trainees.

~~(2)~~ 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 ~~every month~~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 | — | |
| Orangetheory Business Intelligence | 1 | — | |
| DAY FOUR | | | |

| Subject | Hours of Classroom Training | Hours of On-The-Job Training | Location |
|---|---|---|---|
| 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 ~~Brittany Gutierrez~~Deborah Brown, who has been UFG's Senior ~~Director of Learning and Development since December 2017~~Manager International Franchise Sales and Operations since January 2021, has over six years of experience within UFG's training department, and has over ~~eleven~~nine years of experience working with us and our affiliates in various ~~management and training~~ 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 may charge a reasonable fee for additional trainees in excess of the original eight fitness coaches and four sales associate trainees (currently, $1,400 per person for each session), including 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 | — | |
| OBI | 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. We may change this fee from time to

time. 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 annual ORANGETHEORY® conference, our annual training summit, and our annual management training program. We may charge you a reasonable registration fee for each individual that attends or participates in a program or conference. Currently, we charge fees for our conference and annual training summit, but do not charge a fee for our annual management training program.

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, but is not limited to, 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 The Bar Method® mark, and Basecamp offers high-intensity interval training studio fitness centers under the Basecamp Fitness® mark. Anytime, Bar Method, and Basecamp 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.** ~~Our affiliate, UFG, registered~~We own the following Marks, among others, which have been registered with the Principal Register of the United States Patent and Trademark Office ("**USPTO**") ~~and has filed all required affidavits and renewed all applicable registrations with respect to each of the Marks~~:

| Mark | Registration Number | Registration Date |
|---|---|---|
| ORANGETHEORY | 4091462 | January 24, 2012 |
| | 4037579 | October 11, 2011 |
| | 4233649 | October 30, 2012 |
| | 4746587 | June 2, 2015 |
| | 4834844 | October 20, 2015 |
| | 5145461 | February 21, 2017 |

~~As part of the Securitization Transaction, on March 4, 2019, OTF IP became the owner of these Marks. OTF IP has licensed the Marks to us in a License Agreement, dated as of March 4, 2019 (the **"License Agreement"**). In the License Agreement, OTF IP authorized us to use such Marks in connection with the offer, sale, and support of franchised Studios. The License Agreement does not contain any significant limitations on our right to use or license the Marks to you, has a 99-year term, and may be terminated unilaterally by either party only upon a material breach of the License Agreement. Upon termination (but not expiration) of the License Agreement, we must assign to OTF IP all of our franchise agreements licensing the use of the Marks, and~~

~~OTF IP has agreed to assume all obligations under such agreements arising from and after their assignment.~~

All required affidavits and renewal applications with respect to each of the 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 person or Entity 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.

~~OTF IP has licensed the intellectual property rights related to the System to us in the License Agreement. In the License Agreement, OTF IP authorized us to use such intellectual property rights in connection with the offer, sale, and support of franchised Studios. The License Agreement does not contain any significant limitations on our right to use or license the System to you, has a 99-year term, and may be terminated unilaterally by either party only upon a material breach of the License Agreement. Upon termination (but not expiration) of the License Agreement, we must assign to OTF IP all of our franchise agreements licensing the use of the System, and OTF IP has agreed to assume all obligations under such agreements arising from and after their assignment.~~

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, without limitation, requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us.

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 ~~who have received or will have access to our training or confidential information~~, 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)~~ and, unless otherwise prohibited by applicable laws, any of your officers and directors~~. 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.

We also require 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) to 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

(1) 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).

(2) 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.

(3) 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 your employees must 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.

(4) 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 agree to 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 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. Except as provided in this Item, we do not impose any other restrictions in the Franchise Agreement or otherwise as to the goods or services that you may sell or as to the customers to whom you may offer such goods or services, except that such 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.<br>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. |

| Provision | Section In Franchise Agreement | Summary |
|---|---|---|
| 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. |
| 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 ~~default under the Franchise Agreement or any other agreement~~, your Owners, or your affiliates commit three defaults within any 12 months under any agreements with us or our affiliates ~~three times within 12 months, whether or not such breaches are timely cured; you~~; 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 ~~or~~, our affiliates, or our vendors terminate any other franchise agreement or other agreement granted to you, your owners, or your affiliates; you ~~make~~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. |

| Provision | Section In Franchise Agreement | Summary |
|---|---|---|
| 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.~~7~~ |
| 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 ~~the Studio~~or control of you (if you are an Entity). |
| 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) | ~~If we terminate~~Upon expiration or termination of the Franchise Agreement, ~~or you terminate Franchise Agreement without cause,~~ 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. |

| Provision | Section In Franchise Agreement | Summary |
|---|---|---|
| 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 |
| 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) | You must comply with Manuals as may be unilaterally amended. Franchise Agreement may not be modified unless mutually agreed to in writing. |
| 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. |

| Provision | Section In Franchise Agreement | Summary |
|---|---|---|
| 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.

We do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting David Carney, 6000 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487, (954) 530-6903, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20

## OUTLETS AND FRANCHISEE INFORMATION

Our fiscal year ends on December 31st of each year. We do not operate any Studios. Our affiliates operate the "Affiliate-Owned Studios" described in this Item 20. ~~As noted in Item 1, UFG was the franchisor of the ORANGETHEORY® system prior to the closing of the Securitization Transaction in March 2019 and OTFR was the franchisor for certain Franchised Studios from March 2019 to December 2019.~~

**Table No. 1**
**System-wide Studio Summary**
**For Years ~~2020~~2021 to ~~2022~~2023**

| Studio Type | Year | Studios at the Start of the Year | Studios at the End of the Year | Net Change |
|---|---|---|---|---|
| ~~Franchised~~ | ~~2020~~ | ~~1134~~ | ~~1197~~ | ~~+63~~ |
| Franchised | 2021 | 1197 | 1247 | +50 |
| | 2022 | 1247 | 1281 | +34 |
| ~~Affiliate-Owned~~ | ~~2020~~2023 | ~~16~~1281 | ~~16~~1311 | ~~0~~+30 |
| Affiliate-Owned | 2021 | 16 | 15 | -1 |
| | 2022 | 15 | 21 | +6 |
| ~~**Total Studios**~~ | ~~**2020**~~2023 | ~~**1150**~~21 | ~~**1213**~~22 | ~~**+63**~~+1 |
| **Total Studios** | **2021** | **1213** | **1262** | **+49** |
| | **2022** | **1262** | **1302** | **+40** |
| | **2023** | **1302** | **1333** | **+31** |

**Table No. 2**
**Transfers of Studios from Franchisees to New Owners (other than to us)**
**For Years ~~2020~~2021 to ~~2022~~2023**

| State | Year | Number of Transfers |
|---|---|---|
| ~~California~~**Arkansas** | ~~2020~~2021 | ~~16~~0 |
| | 2022 | 0 |
| | 2023 | 9 |
| **California** | 2021 | 4 |
| | 2022 | 1 |
| ~~Colorado~~ | ~~2020~~2023 | 0 |
| **Colorado** | 2021 | 1 |
| | 2022 | 0 |
| ~~Connecticut~~ | ~~2020~~2023 | ~~4~~0 |
| **Connecticut** | 2021 | 4 |
| | 2022 | 0 |
| ~~District of Columbia~~ | ~~2020~~2023 | 0 |
| **District of** | 2021 | 6 |

| State | Year | Number of Transfers |
|---|---|---|
| **Columbia** | 2022 | 0 |
| ~~Florida~~ | ~~2020~~2023 | ~~5~~0 |
| **Florida** | 2021 | 4 |
| | 2022 | 6 |
| ~~Georgia~~ | ~~2020~~2023 | ~~1~~4 |
| **Georgia** | 2021 | 8 |
| | 2022 | 2 |
| ~~Idaho~~ | ~~2020~~2023 | ~~0~~1 |
| **Idaho** | 2021 | 0 |
| | 2022 | 3 |
| ~~Illinois~~ | ~~2020~~2023 | 0 |
| **Illinois** | 2021 | 10 |
| | 2022 | 3 |
| ~~Indiana~~ | ~~2020~~2023 | ~~1~~3 |
| **Indiana** | 2021 | 1 |
| | 2022 | 0 |
| ~~Iowa~~ | ~~2020~~2023 | ~~0~~3 |
| **Iowa** | 2021 | 0 |
| | 2022 | 1 |
| ~~Kansas~~ | ~~2020~~2023 | ~~0~~1 |
| **Kansas** | 2021 | 1 |
| | 2022 | 0 |
| ~~Louisiana~~ | ~~2020~~2023 | 0 |
| **Louisiana** | 2021 | 0 |
| | 2022 | 1 |
| ~~Maine~~ | ~~2020~~2023 | 0 |
| **Maine** | 2021 | 2 |
| | 2022 | 0 |
| ~~Maryland~~ | ~~2020~~2023 | ~~3~~0 |
| **Maryland** | 2021 | 0 |
| | 2022 | 0 |
| ~~Massachusetts~~ | ~~2020~~2023 | ~~1~~0 |
| **Massachusetts** | 2021 | 4 |
| | 2022 | 0 |
| ~~Mississippi~~ | ~~2020~~2023 | 0 |
| **Mississippi** | 2021 | 0 |
| | 2022 | 2 |
| ~~Missouri~~ | ~~2020~~2023 | 0 |
| **Missouri** | 2021 | 0 |
| | 2022 | 6 |
| ~~Nevada~~ | ~~2020~~2023 | ~~0~~1 |
| **Nevada** | 2021 | 9 |
| | 2022 | 0 |
| ~~New~~ | ~~2020~~2023 | 0 |

| State | Year | Number of Transfers |
|---|---|---|
| ~~Hampshire~~ | | |
| **New Hampshire** | 2021 | 5 |
| | 2022 | 0 |
| ~~New Jersey~~ | ~~2020~~2023 | ~~15~~0 |
| **New Jersey** | 2021 | 1 |
| | 2022 | 1 |
| ~~New Mexico~~ | ~~2020~~2023 | 0 |
| **New Mexico** | 2021 | 0 |
| | 2022 | 4 |
| ~~New York~~ | ~~2020~~2023 | ~~4~~0 |
| **New York** | 2021 | 6 |
| | 2022 | 1 |
| ~~North Carolina~~ | ~~2020~~2023 | ~~0~~1 |
| **North Carolina** | 2021 | 9 |
| | 2022 | 0 |
| ~~North Dakota~~ | ~~2020~~2023 | 0 |
| **North Dakota** | 2021 | 0 |
| | 2022 | 3 |
| ~~Ohio~~ | ~~2020~~2023 | ~~12~~0 |
| **Ohio** | 2021 | 1 |
| | 2022 | 1 |
| ~~Oregon~~ | ~~2020~~2023 | ~~1~~9 |
| **Oregon** | 2021 | 4 |
| | 2022 | 0 |
| ~~Pennsylvania~~ | ~~2020~~2023 | ~~2~~0 |
| **Pennsylvania** | 2021 | 2 |
| | 2022 | 0 |
| ~~South Carolina~~ | ~~2020~~2023 | 0 |
| **South Carolina** | 2021 | 4 |
| | 2022 | 0 |
| ~~South Dakota~~ | ~~2020~~2023 | 0 |
| **South Dakota** | 2021 | 0 |
| | 2022 | 1 |
| ~~Tennessee~~ | ~~2020~~2023 | 0 |
| **Tennessee** | 2021 | 2 |
| | 2022 | 3 |
| ~~Texas~~ | ~~2020~~2023 | 0 |
| **Texas** | 2021 | 2 |
| | 2022 | 2 |
| ~~Utah~~ | ~~2020~~2023 | 0 |
| **Utah** | 2021 | 6 |
| | 2022 | 0 |
| ~~Vermont~~ | ~~2020~~2023 | ~~0~~1 |

| State | Year | Number of Transfers |
|---|---|---|
| **Vermont** | 2021 | 1 |
| | 2022 | 0 |
| ~~Virginia~~ | ~~2020~~2023 | 0 |
| **Virginia** | 2021 | 22 |
| | 2022 | 2 |
| ~~Washington~~ | ~~2020~~2023 | 0 |
| **Washington** | 2021 | 22 |
| | 2022 | 0 |
| ~~Wisconsin~~ | ~~2020~~2023 | 0 |
| **Wisconsin** | 2021 | 8 |
| | 2022 | 0 |
| ~~**Total**~~ | ~~2020~~2023 | ~~69~~0 |
| **Total** | **2021** | ~~153~~**149** |
| | **2022** | **43** |
| | **2023** | **33** |

**Table No. 3**
**Status of Franchised Studios**
**For Years ~~2020~~2021 to ~~2022~~2023**

| 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~~ | ~~2020~~ | ~~14~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~14~~ |
| Alabama | 2021 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| ~~Alaska~~ | ~~2020~~ 2023 | ~~1~~14 | 0 | 0 | 0 | 0 | ~~0~~1 | ~~1~~13 |
| Alaska | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| ~~Arizona~~ | ~~2020~~ 2023 | ~~37~~1 | 0 | 0 | 0 | 0 | 0 | ~~37~~1 |
| Arizona | 2021 | 37 | 0 | 0 | 0 | 0 | 0 | 37 |
| | 2022 | 37 | 0 | 0 | 0 | 0 | 2 | 35 |
| ~~Arkansas~~ | ~~2020~~ 2023 | ~~7~~35 | ~~2~~0 | 0 | 0 | 0 | 0 | ~~9~~35 |
| Arkansas | 2021 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| ~~California~~ | ~~2020~~ 2023 | ~~133~~9 | ~~8~~0 | 0 | 0 | 0 | 0 | ~~141~~9 |
| California | 2021 | 141 | 10 | 1 | 0 | 0 | 0 | 150 |
| | 2022 | 150 | 7 | 0 | 0 | 0 | 2 | 155 |
| ~~Colorado~~ | ~~2020~~ 2023 | ~~32~~155 | ~~1~~6 | 0 | ~~0~~1 | 0 | 0 | ~~33~~160 |
| Colorado | 2021 | 33 | 2 | 0 | 0 | 0 | 0 | 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 |
|---|---|---|---|---|---|---|---|---|
| | 2022 | 35 | 3 | 0 | 0 | 0 | 0 | 38 |
| ~~Connecticut~~ | ~~2020~~ 2023 | ~~14~~38 | 0 | 0 | 0 | 0 | ~~0~~1 | ~~14~~37 |
| Connecticut | 2021 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 2 | 0 | 0 | 0 | 0 | 16 |
| ~~Delaware~~ | ~~2020~~ 2023 | ~~6~~16 | 1 | 0 | 0 | 0 | 0 | ~~7~~17 |
| Delaware | 2021 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2022 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| ~~District of Columbia~~ | ~~2020~~ 2023 | ~~11~~7 | ~~1~~0 | 0 | 0 | 0 | ~~0~~1 | ~~12~~6 |
| District of Columbia | 2021 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2022 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| ~~Florida~~ | ~~2020~~ 2023 | ~~96~~12 | ~~7~~0 | ~~1~~0 | 0 | 0 | 0 | ~~102~~12 |
| Florida | 2021 | 102 | 3 | 0 | 0 | 0 | 0 | 105 |
| | 2022 | 105 | 2 | 0 | 0 | 6 | 1 | 100 |
| ~~Georgia~~ | ~~2020~~ 2023 | ~~47~~100 | ~~3~~5 | 0 | 0 | 0 | ~~0~~5 | ~~50~~100 |
| Georgia | 2021 | 50 | 2 | 0 | 0 | 0 | 0 | 52 |
| | 2022 | 52 | 3 | 0 | 0 | 0 | 0 | 55 |
| ~~Hawaii~~ | ~~2020~~ 2023 | ~~4~~55 | 0 | 0 | 0 | 0 | 0 | ~~4~~55 |
| Hawaii | 2021 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| ~~Idaho~~ | ~~2020~~ 2023 | 3 | ~~1~~2 | 0 | 0 | 0 | ~~0~~1 | 4 |
| Idaho | 2021 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| ~~Illinois~~ | ~~2020~~ 2023 | ~~57~~4 | ~~3~~0 | 0 | 0 | 0 | 0 | ~~60~~4 |
| Illinois | 2021 | 60 | 0 | 0 | 0 | 0 | 0 | 60 |
| | 2022 | 60 | 2 | 0 | 0 | 0 | 0 | 62 |
| ~~Indiana~~ | ~~2020~~ 2023 | ~~17~~62 | ~~0~~5 | 0 | 0 | 0 | ~~0~~1 | ~~17~~66 |
| Indiana | 2021 | 17 | 3 | 0 | 0 | 0 | 0 | 20 |
| | 2022 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |
| ~~Iowa~~ | ~~2020~~ 2023 | ~~9~~20 | 1 | 0 | 0 | 0 | 0 | ~~10~~21 |
| Iowa | 2021 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2022 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| ~~Kansas~~ | ~~2020~~ 2023 | 10 | 0 | 0 | 0 | 0 | ~~0~~1 | ~~10~~9 |
| Kansas | 2021 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |

| 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 |
|---|---|---|---|---|---|---|---|---|
| | 2022 | 10 | 0 | 0 | 0 | 0 | 1 | 9 |
| ~~Kentucky~~ | ~~2020~~ 2023 | 9 | ~~0~~1 | 0 | 0 | 0 | 0 | ~~9~~10 |
| Kentucky | 2021 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| | 2022 | 10 | 1 | 0 | 0 | 0 | 0 | 11 |
| ~~Louisiana~~ | ~~2020~~ 2023 | 11 | ~~0~~1 | 0 | 0 | 0 | 0 | ~~11~~12 |
| Louisiana | 2021 | 11 | 1 | 0 | 0 | 0 | 0 | 12 |
| | 2022 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| ~~Maine~~ | ~~2020~~ 2023 | ~~2~~12 | 0 | 0 | 0 | 0 | ~~0~~1 | ~~2~~11 |
| Maine | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| ~~Maryland~~ | ~~2020~~ 2023 | ~~13~~2 | 1 | 0 | 0 | 0 | 0 | ~~14~~3 |
| Maryland | 2021 | 14 | 1 | 0 | 0 | 0 | 0 | 15 |
| | 2022 | 15 | 2 | 0 | 0 | 0 | 0 | 17 |
| ~~Mass-achusetts~~ | ~~2020~~ 2023 | ~~32~~17 | ~~2~~1 | 0 | 0 | 0 | 0 | ~~34~~18 |
| Mass-achusetts | 2021 | 34 | 1 | 0 | 0 | 0 | 0 | 35 |
| | 2022 | 35 | 1 | 0 | 0 | 0 | 0 | 36 |
| ~~Michigan~~ | ~~2020~~ 2023 | ~~21~~36 | ~~2~~0 | ~~1~~0 | 0 | 0 | ~~0~~2 | ~~22~~34 |
| Michigan | 2021 | 22 | 0 | 0 | 0 | 0 | 0 | 22 |
| | 2022 | 22 | 1 | 0 | 0 | 0 | 0 | 23 |
| ~~Minnesota~~ | ~~2020~~ 2023 | ~~19~~23 | ~~2~~3 | 0 | 0 | 0 | 0 | ~~21~~26 |
| Minnesota | 2021 | 21 | 1 | 0 | 0 | 0 | 0 | 22 |
| | 2022 | 22 | 0 | 0 | 0 | 0 | 0 | 22 |
| ~~Mississippi~~ | ~~2020~~ 2023 | ~~6~~22 | ~~0~~2 | 0 | 0 | 0 | ~~0~~1 | ~~6~~23 |
| Mississippi | 2021 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2022 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| ~~Missouri~~ | ~~2020~~ 2023 | ~~18~~6 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~19~~6 |
| Missouri | 2021 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| | 2022 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| ~~Montana~~ | ~~2020~~ 2023 | ~~3~~19 | ~~0~~2 | 0 | 0 | 0 | ~~0~~1 | ~~3~~20 |
| Montana | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| ~~Nebraska~~ | ~~2020~~ 2023 | ~~6~~3 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~7~~3 |
| Nebraska | 2021 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |

| 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 |
|---|---|---|---|---|---|---|---|---|
| | 2022 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| ~~Nevada~~ | ~~2020~~ 2023 | ~~9~~7 | 0 | 0 | 0 | 0 | 0 | ~~9~~7 |
| Nevada | 2021 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| ~~New Hampshire~~ | ~~2020~~ 2023 | ~~7~~9 | ~~2~~0 | 0 | 0 | 0 | 0 | 9 |
| New Hampshire | 2021 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| ~~New Jersey~~ | ~~2020~~ 2023 | ~~30~~9 | ~~1~~0 | 0 | 0 | 0 | ~~0~~1 | ~~31~~8 |
| New Jersey | 2021 | 31 | 5 | 0 | 0 | 0 | 0 | 36 |
| | 2022 | 36 | 1 | 0 | 0 | 0 | 0 | 37 |
| ~~New Mexico~~ | ~~2020~~ 2023 | ~~4~~37 | ~~0~~4 | 0 | 0 | 0 | 0 | ~~4~~41 |
| New Mexico | 2021 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| ~~New York~~ | ~~2020~~ 2023 | ~~55~~4 | ~~5~~0 | 0 | 0 | 0 | 0 | ~~60~~4 |
| New York | 2021 | 60 | 6 | 0 | 0 | 0 | 0 | 66 |
| | 2022 | 66 | 7 | 0 | 0 | 0 | 0 | 73 |
| ~~North Carolina~~ | ~~2020~~ 2023 | ~~32~~73 | ~~0~~5 | 0 | 0 | 0 | 0 | ~~32~~78 |
| North Carolina | 2021 | 32 | 1 | 0 | 0 | 0 | 0 | 33 |
| | 2022 | 33 | 2 | 0 | 0 | 0 | 0 | 35 |
| ~~North Dakota~~ | ~~2020~~ 2023 | ~~2~~35 | ~~0~~2 | 0 | 0 | 0 | ~~0~~1 | ~~2~~36 |
| North Dakota | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| ~~Ohio~~ | ~~2020~~ 2023 | ~~44~~2 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~45~~2 |
| Ohio | 2021 | 45 | 3 | 0 | 0 | 0 | 0 | 48 |
| | 2022 | 48 | 2 | 0 | 0 | 0 | 0 | 50 |
| ~~Oklahoma~~ | ~~2020~~ 2023 | ~~8~~50 | 0 | 0 | 0 | 0 | 0 | ~~8~~50 |
| Oklahoma | 2021 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| ~~Oregon~~ | ~~2020~~ 2023 | ~~19~~8 | 1 | 0 | 0 | 0 | 0 | ~~20~~9 |
| Oregon | 2021 | 20 | 1 | 0 | 0 | 0 | 0 | 21 |
| | 2022 | 21 | 1 | 0 | 0 | 0 | 0 | 22 |
| ~~Pennsylvania~~ | ~~2020~~ 2023 | ~~27~~22 | ~~3~~0 | 0 | 0 | 0 | 0 | ~~30~~22 |

| 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 |
|---|---|---|---|---|---|---|---|---|
| Pennsylvania | 2021 | 30 | 2 | 0 | 0 | 0 | 0 | 32 |
| | 2022 | 32 | 0 | 0 | 0 | 0 | 0 | 32 |
| ~~Rhode Island~~ | ~~2020~~ 2023 | ~~2~~32 | 1 | 0 | 0 | 0 | ~~0~~1 | ~~3~~32 |
| Rhode Island | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| ~~South Carolina~~ | ~~2020~~ 2023 | ~~17~~3 | ~~2~~0 | 0 | 0 | 0 | 0 | ~~19~~3 |
| South Carolina | 2021 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| | 2022 | 19 | 2 | 0 | 0 | 0 | 0 | 21 |
| ~~South Dakota~~ | ~~2020~~ 2023 | ~~1~~21 | 0 | 0 | 0 | 0 | 0 | ~~1~~21 |
| South Dakota | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| ~~Tennessee~~ | ~~2020~~ 2023 | ~~20~~1 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~21~~1 |
| Tennessee | 2021 | 21 | 0 | 0 | 0 | 0 | 0 | 21 |
| | 2022 | 21 | 2 | 0 | 0 | 0 | 0 | 23 |
| ~~Texas~~ | ~~2020~~ 2023 | ~~114~~23 | ~~4~~2 | 0 | 0 | 0 | 0 | ~~118~~25 |
| Texas | 2021 | 118 | 4 | 0 | 0 | 0 | 0 | 122 |
| | 2022 | 122 | 3 | 0 | 0 | 0 | 0 | 125 |
| ~~Utah~~ | ~~2020~~ 2023 | ~~15~~125 | ~~0~~3 | 0 | 0 | 0 | ~~0~~2 | ~~15~~126 |
| Utah | 2021 | 15 | 1 | 0 | 0 | 0 | 0 | 16 |
| | 2022 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| ~~Vermont~~ | ~~2020~~ 2023 | ~~1~~16 | 0 | 0 | 0 | 0 | 0 | ~~1~~16 |
| Vermont | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| ~~Virginia~~ | ~~2020~~ 2023 | ~~45~~1 | ~~5~~1 | 0 | 0 | 0 | 0 | ~~50~~2 |
| Virginia | 2021 | 50 | 2 | 0 | 0 | 0 | 0 | 52 |
| | 2022 | 52 | 2 | 0 | 0 | 0 | 0 | 54 |
| ~~Washington~~ | ~~2020~~ 2023 | ~~30~~54 | ~~1~~2 | 0 | 0 | 0 | ~~0~~1 | ~~31~~55 |
| Washington | 2021 | 31 | 2 | 0 | 0 | 0 | 0 | 33 |
| | 2022 | 33 | 1 | 0 | 0 | 0 | 1 | 33 |
| ~~Wisconsin~~ | ~~2020~~ 2023 | ~~11~~33 | 0 | 0 | 0 | 0 | 0 | ~~11~~33 |
| Wisconsin | 2021 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2022 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| ~~West Virginia~~ | ~~2020~~ 2023 | ~~2~~11 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~3~~11 |

| 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 | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| ~~Wyoming~~ | ~~2020~~ 2023 | ~~1~~3 | ~~0~~1 | 0 | 0 | 0 | 0 | ~~1~~4 |
| Wyoming | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| ~~**Totals**~~ | ~~**2020**~~ 2023 | ~~**1134**~~1 | ~~**65**~~0 | ~~**2**~~0 | 0 | ~~**1**~~0 | 0 | ~~**1197**~~1 |
| **Totals** | **2021** | **1197** | **52** | **2** | **0** | **0** | **0** | **1247** |
| | **2022** | **1247** | **47** | **0** | **0** | **6** | **7** | **1281** |
| | **2023** | **1281** | **53** | **0** | **1** | **0** | **22** | **1311** |

**Table No. 4**
**Status of Affiliate-Owned Studios**
**For Years ~~2020~~2021 to ~~2022~~2023**

| State | Year | Studios at Start of Year | Studios Opened | Studios Reacquired From Franchisee | Studios Closed | Studios Sold to Franchisee | Studios at End of Year |
|---|---|---|---|---|---|---|---|
| ~~California~~ | ~~2020~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ |
| | ~~2021~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ |
| | ~~2022~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ |
| ~~Florida~~ | ~~2020~~ | ~~14~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~0~~ | ~~14~~ |
| Florida | 2021 | 14 | 0 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 0 | 6 | 0 | 0 | 20 |
| ~~New York~~ | ~~2020~~2023 | ~~2~~20 | ~~0~~1 | 0 | 0 | 0 | ~~2~~21 |
| New York | 2021 | 2 | 0 | 0 | 0 | 1 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| ~~**Totals**~~ | ~~**2020**~~2023 | ~~**16**~~1 | 0 | 0 | 0 | 0 | ~~**16**~~1 |
| **Totals** | **2021** | **16** | **0** | **0** | **0** | **1** | **15** |
| | **2022** | **15** | **0** | **6** | **0** | **0** | **21** |
| | **2023** | **21** | **1** | **0** | **0** | **0** | **22** |

**Table No. 5**
**Projected Openings as of December 31, ~~2022~~2023**
**For Openings in the Fiscal Year Ending December 31, ~~2023~~2024**

| State | Franchise Agreement Signed But Studio Not Opened | Projected New Franchised Studios in the Next Fiscal Year (~~2023~~2024) | Projected New Affiliate-Owned Studios in the Next Fiscal Year (~~2023~~2024) |
|---|---|---|---|
| ~~Alabama~~ | ~~2~~ | ~~0~~ | ~~0~~ |
| ~~Alaska~~Alabama | 1 | 0 | 0 |
| Arizona | ~~2~~1 | ~~0~~2 | 0 |
| Arkansas | ~~1~~5 | ~~0~~1 | 0 |
| California | ~~36~~8 | ~~7~~2 | 0 |
| Colorado | 5 | ~~2~~1 | 0 |
| Connecticut | ~~3~~0 | ~~3~~1 | 0 |
| District of Columbia | 2 | ~~2~~1 | 0 |
| Florida | ~~13~~5 | ~~5~~2 | ~~1~~0 |
| Georgia | ~~2~~1 | ~~1~~0 | 0 |
| Hawaii | ~~3~~2 | ~~2~~0 | 0 |
| Idaho | 2 | 0 | 0 |
| Illinois | ~~13~~7 | ~~10~~1 | 0 |
| Indiana | ~~4~~1 | 0 | 0 |
| Iowa | 1 | 0 | 0 |
| ~~Kansas~~Kentucky | ~~3~~1 | 1 | 0 |
| ~~Kentucky~~ | ~~2~~ | ~~2~~ | ~~0~~ |
| Louisiana | 1 | 0 | 0 |
| Maine | ~~2~~1 | ~~1~~0 | 0 |
| Maryland | ~~6~~5 | ~~2~~0 | 0 |
| Massachusetts | ~~4~~1 | ~~1~~2 | 0 |
| ~~Michigan~~ | ~~5~~ | ~~3~~ | ~~0~~ |
| ~~Minnesota~~Michigan | ~~7~~5 | 2 | 0 |
| ~~Mississippi~~Minnesota | ~~2~~5 | 0 | 0 |
| ~~Missouri~~Mississippi | ~~6~~0 | ~~4~~0 | 0 |
| ~~Montana~~Missouri | ~~1~~3 | 0 | 0 |
| Nevada | ~~4~~2 | 3 | 0 |
| New Hampshire | 1 | 0 | 0 |
| New Jersey | ~~10~~4 | ~~6~~2 | 0 |
| New ~~York~~Mexico | ~~23~~0 | ~~9~~0 | 0 |
| ~~North Carolina~~New York | ~~6~~12 | ~~2~~6 | 0 |
| North Carolina | 4 | 0 | 0 |
| North Dakota | 1 | 0 | 0 |
| Ohio | ~~6~~4 | 1 | 0 |
| Oklahoma | ~~8~~3 | ~~2~~3 | 0 |
| Oregon | 1 | 0 | 0 |
| Pennsylvania | ~~6~~1 | ~~2~~0 | 0 |

| State | Franchise Agreement Signed But Studio Not Opened | Projected New Franchised Studios in the Next Fiscal Year (~~2023~~2024) | Projected New Affiliate-Owned Studios in the Next Fiscal Year (~~2023~~2024) |
|---|---|---|---|
| Rhode Island | 1 | ~~1~~0 | 0 |
| South Carolina | ~~3~~1 | ~~3~~0 | 0 |
| Tennessee | ~~2~~0 | ~~3~~1 | 0 |
| Texas | ~~16~~9 | ~~3~~0 | 0 |
| ~~Utah~~ | ~~6~~ | ~~4~~ | ~~0~~ |
| ~~Vermont~~Utah | ~~1~~6 | 1 | 0 |
| Virginia | ~~7~~3 | ~~4~~2 | 0 |
| Washington | 4 | 0 | 0 |
| ~~West Virginia~~Wisconsin | ~~1~~2 | ~~1~~0 | 0 |
| ~~Wisconsin~~Wyoming | 2 | 0 | 0 |
| ~~Totals~~**TOTALS** | ~~238~~**124** | ~~93~~**35** | ~~1~~**0** |

**Exhibit G-1** lists the name, business address, and business telephone number of each current franchisee as of December 31, ~~2022~~2023.

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 most recently completed fiscal year, 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~~ and no~~. One independent franchisee ~~organizations have~~association has asked to be included in this ~~disclosure document.~~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 to this Disclosure Document as Exhibit C ~~are~~is our audited financial statements as of and for the ~~periods ending~~fiscal years ended December 31, ~~2022~~2023, December 31, ~~2021~~2022, and December 31, ~~2020~~2021.

Also attached to this Disclosure Document as Exhibit C is our unaudited balance sheet and income statement as of and for the period ending April 30, 2024. These financial statements are unaudited and include, in the opinion of management, normal recurring adjustments necessary to fairly state our financial condition as of that date. These financial statements have not been reviewed by an accountant and do not contain any financial statement notes.

As reflected in Item 1, AFLLC 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 AFLLC as of and for the fiscal years ended December 31, 2023, December 31, 2022, and December 31, 2021. These financial statements are being provided for disclosure purposes only. AFLLC 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.

Also attached to this Disclosure Document as Exhibit C is ~~our~~AFLLC's unaudited balance sheet and income statement as of and for the period ending ~~April 30~~March 31, ~~2023~~2024. These financial statements are unaudited and include, in the opinion of management, normal recurring adjustments necessary to fairly state our financial condition as of that date. These financial statements have not been reviewed by an accountant and do not contain any financial statement notes.

## ITEM 22

## CONTRACTS

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

| | | |
|---|---|---|
| 1. | Franchise Agreement (with attachments)<br>Appendix B – Guaranty of Performance<br>Appendix C – Nondisclosure and Noncompetition Agreements<br>Appendix D – Lease Addendum | Exhibit B |
| 2. | State Specific Addenda | Exhibit E |
| 3. | Franchise Compliance Certification | Exhibit H |

## 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**

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**STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**

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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<br>*Los Angeles*<br>320 West 4th Street<br>Suite 750<br>Los Angeles, CA 90013-2344<br>(213) 576-7500<br>*Sacramento*<br>2101 Arena Boulevard<br>Sacramento, CA 95834<br>(916) 445-7205<br>*San Diego*<br>~~1350 Front Street, Room 2034~~<br>~~San Diego, CA 92101-3697~~<br>1455 Frazee Road, Suite 315<br>San Diego, CA 92108<br>(619) ~~525-4233~~610-2093<br>*San Francisco*<br>One Sansome Street, Suite 600<br>San Francisco, CA 94104-4428<br>(415) 972-8565<br><br>Toll Free (866) 275-2677 | |
| Hawaii | Department of Commerce and Consumer Affairs<br>Business Registration Division<br>Commissioner of Securities<br>P.O. Box 40<br>Honolulu, HI 96810<br>(808) 586-2722 | Commissioner of Securities<br>Department of Commerce and Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813 |
| Illinois | Franchise Bureau<br>Office of Attorney General<br>500 South Second Street<br>Springfield, IL 62706<br>(217) 782-4465 | |
| Indiana | Franchise Section<br>Indiana Securities Division<br>Secretary of State<br>Room E-111<br>302 W. Washington Street<br>Indianapolis, IN 46204<br>(317) 232-6681 | |
| Maryland | Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-6360 | Maryland Commissioner of Securities<br>200 St. Paul Place<br>Baltimore, MD 21202-2020 |

| STATE | STATE REGULATORY AGENCY | AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY |
|---|---|---|
| Michigan | Michigan Attorney General's Office<br>Consumer Protection Division<br>Attn: Franchise Section<br>525 W. Ottawa Street<br>Williams Building, 1st Floor<br>Lansing, MI 48933<br>(517) 335-7567 | |
| Minnesota | Minnesota Department of Commerce<br>Securities Unit<br>85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198<br>(651) 539-1500 | Commissioner of Commerce<br>Minnesota Department of Commerce<br>Securities Unit<br>85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198 |
| New York | New York State Department of Law<br>Bureau of Investor Protection and Securities<br>28 Liberty Street, 21st Floor<br>New York, NY 10005<br>(212) 416-8236 | New York Secretary of State<br>New York Department of State<br>One Commerce Plaza<br>99 Washington Avenue, 6th Floor<br>Albany, NY 12231-0001 |
| North Dakota | North Dakota Securities Department<br>600 East Boulevard Avenue<br>State Capitol ~~Fifth~~14th Floor Dept. 414<br>Bismarck, ND 58505-0510<br>(701) 328-4712 | North Dakota Securities Commissioner<br>600 East Boulevard Avenue<br>State Capitol ~~Fifth~~14th Floor<br>Dept. 414<br>Bismarck, ND 58505-0510 |
| Oregon | Department of Consumer & Business Services<br>Division of Finance and Corporate Securities<br>Labor and Industries Building<br>Salem, OR 97310<br>(503) 378-4140 | |
| Rhode Island | Department of Business Regulation<br>Securities Division<br>1511 Pontiac Avenue<br>John O. Pastore Complex–69-1<br>Cranston, RI 02920-4407<br>(401) 462-9527 | |
| South Dakota | Division of Insurance<br>Securities Regulation<br>124 S. Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773-3563 | |

| STATE | STATE REGULATORY AGENCY | AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY |
|---|---|---|
| Virginia | State Corporation Commission<br>1300 East Main Street<br>9th Floor<br>Richmond, VA 23219<br>(804) 371-9051 | Clerk<br>State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, VA 23219 |
| Washington | Department of Financial Institutions<br>Securities Division<br>P. O. Box 41200<br>Olympia, Washington 98504-1200<br>~~150 Israel Rd. SW~~<br>~~Tumwater, WA 98501~~<br>(360) 902-8760 | Director of Dept. of Financial Institutions<br>Securities Division<br>150 Israel Rd. SW<br>Tumwater, WA 98501 |
| Wisconsin | Division of Securities<br>Department of Financial Institutions<br>Post Office Box 1768<br>Madison, WI 53701<br>(608) 266-2801 | |

**EXHIBIT B TO THE DISCLOSURE DOCUMENT**

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# FRANCHISE AGREEMENT

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**OTF FRANCHISOR, LLC**

**FRANCHISE AGREEMENT**

| | |
|---|---|
| **Effective Date** | **Franchisee Name** |
| **Studio Number** | **Address of Studio:** |

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APPENDIX A – Franchisee-Specific Terms
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APPENDIX C – Nondisclosure and Noncompetition Agreements
APPENDIX D – Lease Addendum (Current Form)

**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 or a substitute for the Area Representative at any time.

E. As used in this Agreement, "**Affiliate**" as used with respect to you or us, means any ~~person~~ 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 ~~this definition~~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 ~~a revised~~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 ~~we identify your Territory. Once we have defined the Territory~~(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 ~~corporation, limited liability company, partnership, or other form of entity (“~~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 of a legal and/or beneficial interest in the Entity (the “~~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 ~~other~~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 (likeincluding the (a) articles of incorporation or organization and, (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 expires 10 years from such dateends 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) you, your Owners, and your Affiliatesall of the Franchisee Parties have fully complied with this Agreement and all other agreements between you, your Owners, or your Affiliatesany 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, you, your Owners, and your Affiliatesall 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) you, your Owners, and your Affiliatesthe 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, 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) Failure to Comply. 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 ~~(collectively, "**Development Obligations**")~~:

(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 ~~develop~~acquire, develop, and open the Studio ~~at that site on or before eight months from the Effective Date of this Agreement, unless a different Mandatory Opening Date is identified in Appendix A (the "**Mandatory Opening Date**")~~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) Deadline for Acceptance. Subject to your obligation to develop and open the Studio on or before the Mandatory Opening Date, you must obtain our written acceptance of a proposed site within four months after the Effective Date. 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. If we accept the proposed site and you obtain it, we will insert a description of the specific location on Schedule 1 to Appendix A. The address listed on Schedule 1, if completed and signed by us, will be the "**Site**" referred to in this Agreement. A site is not accepted until you have received our acceptance in writing, as indicated by our delivery of the completed and signed Schedule 1.~~

(ii) ~~(iii)~~ 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) ~~(iv)~~ 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) ~~(v)~~ Additional Assistance. At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance which is beyond the nature and scope of the services we are then providing to new ORANGETHEORY® Franchisees as part of the Franchise Fee. If we, in our sole discretion, elect to provide such additional services, you and we will agree upon and document the nature and scope of this additional assistance. We may charge you a reasonable fee for such additional services, including *per diem* charges for travel and living expenses for our personnel.

(v) 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.

(vi) 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. ~~You must sign and deliver to us a fully-executed copy of the approved Site Agreement for the Site within four months from the Effective Date of this Agreement.~~

(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. ~~On or before the Mandatory Opening Date, you must open the Studio for business; provided, however, you~~ 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 ~~for business~~ 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 (~~i~~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, (~~ii~~2) complied in all material respects with all applicable provisions of this Agreement relating to the development of your Studio, and (~~iii~~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 at least $30,000, 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, and we may charge a reasonable fee for each additional trainee, including repeat or replacement trainees.

(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. The Presales Training fee is subject to change. Our current Presales Training program lasts three days and 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 may charge a reasonable fee for additional trainees (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 annual ORANGETHEORY® conference and our annual training summit. We may charge you a reasonable registration fees 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. 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. 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 $1,000 (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, 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. 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 ~~or~~, (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, 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) ~~(ii)~~ 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) ~~(iii)~~ 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) ~~(iv)~~ 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.

(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 and your employees must 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. 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, 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 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.

(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 written 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. 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.

(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, 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. 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.

(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 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.

(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) ~~(a) Evaluations~~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, ~~and~~ (iv) examine the records, invoices, payroll records, check stubs, sales tax records and returns, and other supporting records and documents ~~of~~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. ~~We~~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.

(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 ~~(10th)~~ 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) ~~(C)~~ 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) ~~(D)~~ 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 ~~above~~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 ~~Ownership~~ 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 ~~Ownership~~ 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) ~~an interest~~ 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 ~~you~~any of the Franchisee Parties to us or our Affiliates are paid in full;

(vii) ~~You~~The Franchisee Parties are not in default under this Agreement or any other agreement between ~~you~~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, in a form satisfactory to us, of 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. 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~~, and only in compliance with written rules that we prescribe from time to time~~. 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; and

(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.

(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), ~~and~~ 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) ~~and, unless otherwise prohibited by Applicable Laws, any of your officers and directors~~ 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~~, directors, or officers (nor any of your or their spouses, parents, siblings, or children)~~ 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 ~~approval of~~acceptance of a site by the Site~~, to~~ Acceptance Deadline, (b) secure the approved Site under a ~~lease or sublease~~Site Agreement that we approve~~, or otherwise to meet any of the Development Obligations identified in Section 3 (Your Obligations to Develop the Studio) on or before the applicable deadline established in Section 3, or you fail to~~ by the Site Acquisition Deadline, or (c) develop, open, and begin operating the Studio in accordance with our System Standards on or before the ~~Mandatory~~ Opening ~~Date~~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 ~~report the Studio's Gross Sales pursuant 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;

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

(xi) ~~(x)~~ 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) ~~(xi)~~ 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;

~~(xii) you (or any of your Owners) breach this Agreement or any other agreement between us (or any of our Affiliates) and you (or any of your Owners or Affiliates) on three or more separate occasions within any period of 12 consecutive months, and we provide you with written notice of such breaches in accordance with Section 22(e) (Notices and Payments), whether or not such breaches are corrected after notice from us;~~

(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) ~~(xiii) you~~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)~~, or you~~;

(xv) any Franchisee Parties default (and fail to cure within the allocated time) under any ~~note, lease, or agreement we deem material pertaining to the operation or ownership of the Studio~~Financing Arrangement;

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

(xvii) ~~(xv)~~ any other ~~contract or agreement between us (or any of our Affiliates) and you (or any of your Owners or Affiliates), including any franchise agreement for another Studio,~~Related Agreement is terminated before its term expires, regardless of the reason (except pursuant to our mutual written agreement);

(xviii) ~~(xvi)~~ you ~~make~~or any Parent makes an assignment for the benefit of creditors or ~~admit~~admits in writing your insolvency or inability to pay your debts generally as they become due; you ~~consent~~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) ~~(xvii) you~~any of the Franchisee Parties fail to comply with any other obligation under this Agreement or any ~~other agreement between us (or any of our Affiliates)~~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 ~~you~~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 ~~your~~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~~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 ~~evaluate whether you are capable of resuming the Studio's operation and 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)(~~H~~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 ~~have or do not~~ exercise ~~an~~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. ~~Upon termination or expiration of this Agreement, you~~You and your Owners ~~will~~must refrain from any disclosure of Confidential Information and ~~will~~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 ~~and any instructions that we may provide~~, 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) ~~and~~; (ii) offer ~~to such~~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 ~~such~~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~~, which in~~. In no event ~~will include assumption of~~(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~~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) ~~(f)~~ Our Right to Purchase.

(i) Exercise of Option. ~~Upon our termination of this Agreement in accordance with its terms and conditions or your termination of this Agreement without cause, we~~We have the option, exercisable by giving written notice to you within 60 days from the date of ~~such~~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 ~~you or one of your Affiliates~~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; ~~or~~ (c) participation in the network of Studios~~. The Studio's fair market value will include the~~; or (d) any goodwill ~~you developed in the market of~~related to the Studio ~~that exists independent of the goodwill of~~, the Marks ~~and~~, 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) ~~(g)~~ 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) ~~(h)~~ 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, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

## 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.** ~~1.~~ **Effective Date:** _____

**2.** ~~2.~~ **Franchisee's Name:** _____

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

**4.** ~~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.** ~~5.~~ **Managing Owner:** _____

**6.** ~~6.~~ **Area Representative (Recital C):** _____

**7.** ~~7.~~ **Site Selection (Section 1(a)): (as may be depicted in an attached map)** _____

_____

_____

**8.** ~~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.** ~~9.~~ **Franchisee's Contact Information for Notices (Section 22(e)):** _____

**13.** ~~10.~~ **Additional Terms; Inconsistent Terms *(if any)* (Section 19(f)):** _____

~~Signature Page for Appendix A (Franchisee-Specific Terms)~~

Accepted and agreed:

| **FRANCHISOR** | **FRANCHISEE** |
|---|---|
| **OTF FRANCHISOR, LLC** | **[FRANCHISEE NAME]** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

~~*Schedule*~~**SCHEDULE 1** ~~*to Appendix A of the Franchise Agreement*~~

**TO APPENDIX A OF THE FRANCHISE AGREEMENT**

~~*Franchisee-Specific Terms*~~**STUDIO DETAIL SCHEDULE**

*(to be completed ~~after site selection and acceptance~~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.** ~~1.~~ The "**Site**" (Section 1(a)) is: _____

_____

_____

**2.** ~~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**

~~OTF Franchisor, LLC agrees that, effective on the date specified below, **(i)** the address listed above is hereby accepted by us as the Site pursuant to Section 3(a) (Site Selection) of this Agreement; and **(ii)** the area listed above shall be the Territory of this Agreement pursuant to Section 1(c) (Determination of the Territory) of this Agreement.~~

**OTF FRANCHISOR, LLC**

By:_____

Name:_____

Title:_____

Date:_____

~~**Acknowledged and Agreed:**~~

~~[Franchisee]~~

~~By:~~_____

~~Name:~~_____

~~Title:~~_____

~~Date:~~_____

**FRANCHISEE**

**[FRANCHISEE NAME]**

By:_____

Name:_____

Title:_____

Date:_____

## SCHEDULE 2

## TO APPENDIX A OF THE FRANCHISE AGREEMENT

~~***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.** ~~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.** ~~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.** ~~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.** ~~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 16 (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.** ~~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.** ~~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"**). ~~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.** ~~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.** ~~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.** ~~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.** ~~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.** ~~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.** ~~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.** ~~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.** ~~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.** ~~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.** ~~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.** ~~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.** ~~12.~~ **Modification and Waiver.** Your obligations under this Agreement cannot be waived or modified except in writing.

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

**14.** ~~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.** ~~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

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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~~Third-Party Beneficiary. For so long as Franchisor holds a collateral assignment of the Lease, Franchisor is a ~~third -arty~~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**: | **TENANT**: |
|---|---|
| _____ | _____ |
| Address:_____ | Address:_____ |
| _____ | _____ |
| Phone;_____ | Phone:_____ |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

**EXHIBIT "A"**

**ORANGE THEORY® Trademarks**

ORANGE THEORY®

OT FIT®

OTF®

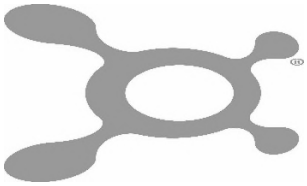

**EXHIBIT C TO THE DISCLOSURE DOCUMENT**

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**FINANCIAL STATEMENTS**

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# OTF Franchisor, LLC

**Financial Statements**
**December 31, 2023, 2022 and 2021**

# OTF Franchisor, LLC
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## December 31, 2023, 2022 and 2021


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## Report of Independent Auditors

To the Management and Board of Directors of OTF Franchisor, LLC

### *Opinion*

We have audited the accompanying financial statements of OTF Franchisor, LLC (the "Company"), which comprise the balance sheets as of December 31, 2023, 2022 and 2021, and the related statements of income, of member's deficit and of cash flows for the years 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, 2023, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

We conducted our 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.

### *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

Miami, Florida
May 14, 2024

# OTF Franchisor, LLC
## Balance Sheets
## December 31, 2023 and 2022

| *(in thousands of US dollars)* | 2023 | 2022 |
|---|---|---|
| **Assets** | | |
| Current assets | | |
| Cash | $ 44 | $ 5 |
| Accounts receivable, net | 8,326 | 4,131 |
| Deferred costs | 2,151 | 2,425 |
| Prepaid expenses and other current assets | 1,717 | 1,876 |
| Total current assets | 12,238 | 8,437 |
| Deferred costs | 6,099 | 8,368 |
| Other assets | - | 11 |
| Total assets | $ 18,337 | $ 16,816 |
| **Liabilities and Member's Deficit** | | |
| Current liabilities | | |
| Accounts payable and accrued expenses | $ 2,999 | $ 2,288 |
| Deferred income | 7,651 | 7,414 |
| Total current liabilities | 10,650 | 9,702 |
| Deferred income | 20,600 | 27,388 |
| Total liabilities | 31,250 | 37,090 |
| Commitments and contingencies (Note 7) | | |
| Member's deficit | (12,913) | (20,274) |
| Total liabilities and member's deficit | $ 18,337 | $ 16,816 |

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

# OTF Franchisor, LLC
## Statements of Income
## Years Ended December 31, 2023 and 2022

| *(in thousands of US dollars)* | 2023 | 2022 |
|---|---|---|
| **Revenues** | | |
| Royalty income | $ 90,650 | $ 87,503 |
| Franchise fees | 10,489 | 7,530 |
| Other revenue | 22,540 | 19,100 |
| Total revenues | 123,679 | 114,133 |
| **Operating expenses** | | |
| Commissions, area representatives | 23,403 | 24,074 |
| Management fee - related party | 18,577 | 16,660 |
| Selling, general, and administrative expenses | 14,870 | 13,302 |
| Total operating expenses | 56,850 | 54,036 |
| Net income | $ 66,829 | $ 60,097 |

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

# OTF Franchisor, LLC
## Statements of Changes in Member's Deficit
## Years Ended December 31, 2023 and 2022

| *(in thousands of US dollars)* | Member's Deficit Amount |
|---|---|
| **Balance at December 31, 2021** | $ (25,404) |
| Distributions | (54,967) |
| Net income | 60,097 |
| **Balance at December 31, 2022** | (20,274) |
| Distributions | (59,468) |
| Net income | 66,829 |
| **Balance at December 31, 2023** | $ (12,913) |

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

# OTF Franchisor, LLC
## Statements of Cash Flows
## Years Ended December 31, 2023 and 2022

| *(in thousands of US dollars)* | 2023 | 2022 |
|---|---|---|
| **Cash flows from operating activities** | | |
| Net income | $ 66,829 | $ 60,097 |
| Adjustments to reconcile net income to net cash flows from operating activities | | |
| Bad debt expense | 118 | (193) |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (4,313) | (1,047) |
| Deferred costs | 2,543 | 1,514 |
| Prepaid expenses and other current assets | 159 | (1,246) |
| Other assets | 11 | 16 |
| Accounts payable and accrued expenses | 711 | (278) |
| Deferred income | (6,551) | (3,902) |
| Net cash flows provided by operating activities | 59,507 | 54,961 |
| **Cash flows from financing activities** | | |
| Distributions to member | (59,468) | (54,967) |
| Net cash flows used in financing activities | (59,468) | (54,967) |
| Net increase (decrease) in cash | 39 | (6) |
| **Cash** | | |
| Beginning of year | 5 | 11 |
| End of year | $ 44 | $ 5 |

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

*(in thousands of US dollars)*

## 1. Organization

OTF Franchisor, LLC ("OTFF" or the "Company") was formed as a Delaware limited liability company on December 10, 2018 and is a wholly owned subsidiary of OTF Funding, LLC ("OTFFU"), whose ultimate parent is Ultimate Fitness Holdings, LLC ("UFH"). The Company 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 developed by UFH. The studios operate as contemporary health and fitness facilities 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.

At December 31, 2023 and 2022, the Company had area representative agreements, master franchise agreements, or the ability to develop studios in all 50 states of the United States of America ("U.S."), as well as 29 countries. At December 31, 2023 and 2022, the Company had over 1,500 opened and operating franchised, sub-franchised, or licensed facilities in the U.S. and internationally, predominantly domestic. Approximately 30 and 40 franchised, sub-franchised, or licensed facilities were opened in 2023 and 2022, respectively.

## 2. Significant Accounting Policies

### The Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") 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 financial statements as well as the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Revenue Recognition

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*. Revenue from contracts with customers consists primarily of revenues generated by its franchising business, specifically royalties, initial and renewal franchise fees, upfront fees from area development agreements and international territory master license agreements, transfer fees and other fees.

The basic terms of the franchise agreements are as follows: the initial franchise fee is generally due upon the signing of the franchise agreement, royalty fees are due from franchisees weekly or monthly and are equal to a percentage of gross sales for the previous week or month, the initial term of the agreement is up to 10 years with the ability to renew for an additional term subject to certain conditions and a renewal fee, and the location of the studio must be pre-approved. The Company will provide initial training, location selection guidelines, development, and opening assistance, among other services and materials.

The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and other services the Company provides under the franchise and development agreements include pre-opening services, such as training, and other ongoing services, such as development of technology and training materials, workout templates, and studio monitoring. These services are highly interrelated so management does not consider them to be individually distinct and therefore accounts for them as a single performance obligation, which is satisfied by providing a right to use the Company's intellectual property over the term of each franchise agreement.

*(in thousands of US dollars)*

***Royalty Income***
Royalties are calculated as a percentage of studio sales over the term of the franchise agreement. Franchise agreement royalties represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as studio sales occur. Royalties are included in royalty income gross of royalties due to Area Representatives.

***Franchise Fees***
Franchise fees consist of individual studio franchise fees paid by franchisees, master franchise fees paid by master franchisees, area representative fees paid by Area Representatives, and the portion of transfer fees which are allocated as franchise fees to the individual studios to which they relate paid by the seller of the respective studios.

*Studio Franchise Fees*
The initial franchise fee is due upon signing the franchise agreement and renewal franchise fees are due at the time of a renewal of an existing agreement. In some states, the franchisee payment for initial franchise fees is deferred until the studio's official opening date. The billings for these deferred payments are recorded as accounts receivable on the balance sheets. Initial and renewal franchise fees are nonrefundable. The franchise fee is payment for services provided by the Company to the franchisees prior to the opening of the studio and throughout the term of the franchise agreement. Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement. Franchise fees are included in franchise fee revenues gross of commissions due to Area Representatives.

*Master Franchise Fees*
The Company enters into master franchising agreements for certain international territories. Master franchisees are granted the exclusive right and license to develop the Orangetheory concept in a territory for an initial term of 10 years. At the end of the initial 10 years, the master franchisee may renew the agreement based on conditions outlined in the master franchising agreement. Under the terms of the master franchise agreement, the master franchisee pays the Company a portion of the initial franchise and area representative fees, as well as royalties, received from studios sold in the territory. As master franchisees are transferred the Company's symbolic IP and have an exclusive right to sub-franchise the opening and operation of an unlimited number of locations in the respective area, international master license fees are recognized as revenue on a straight-line basis over the term of the respective master franchise agreement.

*Area Representative Fees*
The Company also offers franchisees who meet certain qualifications the right to operate an area representative business in a defined geographical territory as an Area Representative. In addition to owning one studio (the "Pilot Studio"), Area Representatives solicit and screen prospective franchisees for the right to own and operate studio franchises under franchise agreements which are between the Company and the franchisee (the Area Representative is not a party to these franchise agreements). The initial area representative fee ("Initial AR Fee") is primarily dependent on the size of the territory granted to the Area Representative. The Initial AR Fee is payment for (1) the right to develop studios in a defined geographic area for a term of 10 years, (2) Area Representative business operations training prior to opening the Pilot Studio, (3) pre-opening services in connection with the Pilot Studio similar to those pre-opening services provided to individual franchisees discussed above in the Studio Franchise Fees section, and (4) future commissions from royalties and franchise fees for franchises sold in the defined area. Area

representative agreements, among other provisions, require the Company to pay the Area Representative a commission up to 50% of initial franchise fees received from franchises sold in the Area Representative's respective territory. The Area Representative also receives up to 33% of royalties collected from the franchisees in the Area Representative's respective territory. As area development agreements generally consist of an obligation to grant geographic exclusive area development rights over a stated term, these development rights are not distinct from franchise agreements. Therefore, upfront fees paid by Area Representatives for development rights are deferred and apportioned to each franchise studio agreement entered into by the franchisee. The pro rata amount apportioned to each studio is accounted for identically to the initial franchise fee. As renewal and transfer area development agreements focus primarily on servicing an existing studio-base with a lesser focus on development than new area development agreements, upfront fees paid by Area Representatives for renewal and transfer area development agreements are recognized upfront for a proportion related to existing licenses and the remainder is deferred. The deferred portion is recognized straight-line over the remaining period on the three-year anniversary of the agreement.

*Transfer Fees*
Franchisees, area representatives, and international master franchisees may transfer a controlling or noncontrolling interest of their agreements to other individuals after review and approval by the Company. The Company may charge a transfer fee up to 50% of the then-current initial franchise fee charged to new franchisees. The transfer fee is intended to cover the administrative costs of preparing and reviewing the transfer documentation, performing background checks, and modifying system access. Transfer fees are dependent on the number of studios or the size of the region being transferred. The amount of the transfer fee representative of the stand-alone selling price for performing the administrative tasks is recognized upon execution of the transfer and is included in other revenue in the statements of income, and the balance is recorded as deferred revenue and recognized over the Company's remaining performance obligations.

Franchise fee, area development fee, international territory fee and nonadministrative transfer fee payments received by the Company are recorded as deferred revenue, which represents a contract liability. A commission is paid to Area Representatives for each franchise fee sold and is recorded as deferred costs, which is a contract asset. Deferred revenue and deferred costs are reduced as franchise license fees are recognized in revenue and commissions are recognized as expenses over the term of the franchise license for studio, international territory, and apportioned area development and transfer agreements.

Deferred income and deferred costs (prepaid commissions) from contracts with customers as of December 31 are as follows:

| | 2023 | 2022 |
|---|---|---|
| Prepaid commissions | $ 8,250 | $ 10,793 |
| Deferred income | 28,251 | 34,802 |

*(in thousands of US dollars)*

***Other Revenue***
Other revenue consists primarily of technology fees, administrative transfer fees and other miscellaneous contracts.

*Technology Fees*
Technology fees are based on fixed fees billed monthly for software licenses and other technology provided to the studios. Technology fees cover the development or purchase of software licenses or sublicenses that franchisees must use in the operation of their studio. The franchisees pay the fee monthly upon the activation of their software subscription. Technology fee revenue from studios is recognized as earned, which is monthly as the services are provided.

*Administrative Transfer Fees*
As described above, the amount of the transfer fee representative of the stand-alone selling price for performing the administrative tasks is recognized upon execution of the transfer.

*Other Miscellaneous Revenue*
Other miscellaneous revenues include agreements or transactions that do not fall into the Company's standard franchise revenue streams. During the years ended December 31, 2023 and 2022, the Company executed agreements with customers for use of the Company's trademarks and intellectual property rights. Revenue from these contracts were recognized over the period in which the customer had access to use the trademarks and intellectual property rights.

***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 statements of income to satisfy this requirement.

***Sales Taxes***
All revenue amounts are recorded net of applicable sales tax.

**Allowance for Credit Losses**
The Company adopted ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASU 2016-13"), effective January 1, 2023. The standard introduces a new model for recognizing credit losses on financial instruments based on an estimate of current expected credit losses and will apply to trade receivables. The adoption of ASU 2016-13 did not have a material impact on the Company's financial statements.

Management analyzes and adjusts the allowance for credit losses based on the estimated collectability of accounts receivable. Accounts receivable are comprised of royalties, franchise and technology fees. Management determines whether collectability allowances need to be established depending on the aging of the individual balance receivable, recent payment history, contractual terms of related agreements, reasonable and supportable forecasts surrounding future events and other qualitative factors, such as status of business relationship with the franchisees and Area Representatives. Accounts receivable balances are considered past due based on contractual terms. The allowance for credit losses was $598 and $480 at December 31, 2023 and 2022, respectively.

*(in thousands of US dollars)*

**Taxes Collected from Customers and Remitted to Government Authorities**
The Company may be required to pay taxes to certain taxing authorities based on a percentage of revenue billed to its franchisees. These taxes are billed to and collected from franchisees and remitted to the taxing authority on a monthly basis. As the Company is acting as a collection agent with respect to these taxes, these amounts are not included in revenues. These taxes are recorded as a liability when the amounts are billed to franchisees and the liability is relieved when payments are made to the respective taxing authority.

**Deferred Costs**
The Company defers the incremental costs associated with the franchise sales facilitated by Area Representatives and 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 the portion of initial franchise fees received from new franchisees but due to the Area Representative under the terms of the agreement with the Area Representative and are directly attributable to an individual studio.

**Advertising**
A wholly owned subsidiary of UFH, Ultimate Fitness Group ("UFG"), holds and administers certain marketing funds for the benefit of the Company's domestic franchisees. In connection with UFG's administration of these marketing funds, UFG collects the franchisees' contributions into the funds and enters into marketing commitments and charges the marketing funds the cost of the marketing services. UFG has the exclusive right to maintain, operate and administer the marketing funds in its sole and absolute discretion. These advertising costs are for expenses related to advertising, marketing, and promotion of the sale of franchises and membership in its studios. UFG is reimbursed for its costs related to the administration of the marketing funds via the management fee paid by the Company and its affiliates further described in Notes 3 and 6. Advertising expense incurred directly by the Company for the years ended December 31, 2023 and 2022 was $8 and $57, respectively.

**Cash**
All highly liquid investments with an original maturity of three months or less are considered cash equivalents. There were no cash equivalents as of December 31, 2023 or 2022.

**Income Taxes**
The Company is a Delaware limited liability company and, with the consent of its member, has elected under the Internal Revenue Code to be taxed as a partnership. In lieu of corporation income taxes, the members of a limited liability company are taxed on their proportionate share of the Company's taxable income. Accordingly, no provisions or liabilities for federal or state income taxes are reflected in the accompanying financial statements.

**Fair Value Measurement**
The Company assesses fair value measurements in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 820, *Fair Value Measurements and Disclosures* ("ASC 820"). Under ASC 820, there are three categories for the classification and measurement of assets and liabilities carried at fair value:

Level 1 Quoted market prices in active markets for identical assets or liabilities.

*(in thousands of US dollars)*

Level 2 Observable market-based inputs or observable inputs that are corroborated by market data

Level 3 Unobservable inputs reflecting the reporting entity's own assumptions.

The carrying amounts of the Company's current assets and current liabilities approximate fair value. The Company does not have any other financial instruments that would require measurement at fair value as of December 31, 2023 or 2022.

**Comprehensive Income**
The Company's comprehensive income for the years ended December 31, 2023 and 2022 was equal to the Company's net income.

## 3. Guarantee of Parent Company Debt

On March 4, 2019, the Company's parent, OTFFU or the "Issuer", entered into an Indenture (the "Indenture") under which OTFFU issued Series 2019-1 Class A-2 Floating Rate Senior Secured Notes ("Senior Notes") in the amount of $365,000 and Series 2019-1 Class A-1 Variable Funding Senior Secured Notes ("VFN," and together with the Senior Notes, the "Series Notes") in the revolving amount of $25,000. On August 9, 2019, the Indenture was amended to increase the Senior Notes to $415,000 and the VFN to $75,000. Interest and principal payments on the Series Notes are payable on a quarterly basis. Interest on the VFN is also payable on a quarterly basis. The requirement to make quarterly principal payments on the Senior Notes is subject to certain financial conditions set forth in the Indenture. The Series Notes have a scheduled maturity date of August 2024, and bear interest at rates subject to change quarterly as defined in the Indenture. Interest on the Senior Notes was payable at rates of 3.00% plus the SOFR rate of 5.68% (totaling 8.68%) as of December 31, 2023 and 3.00% plus the LIBOR rate of 4.28% (totaling 7.28%) as of December 31, 2022. Interest on the VFN was payable at rates of 3.00% plus the SOFR rate of 5.61% (totaling 8.61%) as of December 31, 2023 and 3.00% plus the LIBOR rate of 4.41% (totaling 7.41%) as of December 31, 2022.

The Series Notes are collateralized by substantially all the assets of and guaranteed by the Company and its affiliates. OTFFU is dependent on the Company and its affiliates, for sufficient cash flows to service the Series Notes. Accordingly, under the terms of the Indenture, the Company is required to remit management fees and distribute all excess cash to OTFFU.

The Company and its affiliates also have a management agreement with UFG to perform certain services on their behalf, including, among other things, collecting franchisee payments, managing the operations, and performing certain franchising, marketing, real estate, intellectual property and operational and reporting services. In exchange for providing such services, the Company and its affiliates pay UFG certain management fees on a weekly basis equal to an annual base fee plus a percentage of cash collections.

Subsequent to December 31, 2023, the Series Notes (both the VFN and Senior Notes) were repaid, as discussed in Note 9.

*(in thousands of US dollars)*

## 4. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following as of December 31:

| | 2023 | 2022 |
|---|---|---|
| Prepaid expenses | $ 1,458 | $ 1,875 |
| Reimbursable expenses | 259 | 1 |
| | $ 1,717 | $ 1,876 |

## 5. Accounts Payable and Accrued Expenses

**Accounts payable and accrued expenses consist of the following as of December 31:**

| | 2023 | 2022 |
|---|---|---|
| Accounts payable | $ 1,301 | $ 527 |
| Accrued commissions | 791 | 831 |
| Amounts payable to related parties | - | 17 |
| Other accrued expenses | 907 | 913 |
| | $ 2,999 | $ 2,288 |

## 6. Related Party Transactions

The accompanying balance sheets and statements of income do not necessarily reflect what the Company's financial position and operating results would have been had the Company operated without its association with UFG. UFG charged the Company a management fee of $18,577 and $16,660 in 2023 and 2022, respectively, for personnel and other shared costs. The Company receives various other benefits associated with its operations that are not explicitly charged to the Company by UFG, such as office space and equipment, payroll, administrative and other shared service functions.

A related party through common ownership is also an owner of the entity which is the master franchisee in Canada. The member of this entity is also an owner of studios in Canada. As of December 31, 2023, and 2022, the number of studios owned by this member was 30 and 28, respectively. During the years ended December 31, 2023 and 2022, the Company recognized royalties from this related party of $1,323 and $1,214, technology fees of $938 and $881, and revenues of $241 and $294 related to franchise and master franchise fee amortization and live virtual classes, respectively. As of December 31, 2023 and 2022, receivables due from the Canadian master franchisee for services performed were $357 and $253, respectively.

During the years ended December 31, 2023 and 2022, UFG paid technology expenses on behalf of the Company. At December 31, 2023 and 2022, technology expenses of $0 and $17, respectively, were accrued and included in accounts payable and accrued expenses.

*(in thousands of US dollars)*

The Company is also the franchisor to corporate-owned related party studios. The Company performs franchising services for, and collects royalties and technology fees from, these studios. During the years ended December 31, 2023 and 2022, the Company recognized royalty fees of $1,519 and $1,271 and technology fees of $263 and $223, respectively.

## 7. Commitments and Contingencies

### Legal

The Company is involved in certain legal matters in the ordinary course of business that management believes will not have a material adverse effect on the Company's financial position or results of operations.

### Concentrations of Risk

***Credit Risk***

At December 31, 2023 and 2022, all amounts were held in cash accounts in a U.S. national bank. The Federal Deposit Insurance Corporation ("FDIC") provides deposit insurance of up to $250,000 for substantially all depository accounts. The Company did not have cash in excess of these insured limits at December 31, 2023 or 2022. The Company has not experienced losses in the accounts and does not believe it is exposed to any significant risk.

***Geographic Risks***

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.

## 8. Members' Equity

Cash distributions to OTFFU for the years ended December 31, 2023 and 2022 were $59,468 and $54,967, respectively.

## 9. Subsequent events

Subsequent to the year ended December 31, 2023, the Company's ultimate parent, UFH, entered into an all stock transaction with a third party whereby those entities and certain of their subsidiaries were merged and together created a new organization ("NewCo"). OTFFU's previous debt facility was paid in full from the proceeds of the new securitization entered into by NewCo as part of the transaction. As a result of the merger and new securitization, the Company became a guarantor of the new debt facility obtained by NewCo. The new debt facility is comprised of Series 2024-1 Class A-2 Fixed Rate Senior Secured Notes (the "Class A-2 Notes") in the amount of $300,000 and Series 2024-1 Class A-1 Variable Funding Senior Secured Notes ("VFN," and together with the Class A-2 Notes, the "2024 Series Notes") in the revolving amount of $230,000, of which $180,000 was drawn on the date the transaction. The 2024 Series Notes have an anticipated maturity date of April 2029, and bear interest at 7.39%.

Management has evaluated subsequent events through May 14, 2024 in connection with the preparation of these financial statements, which is the date the financial statements were available to be issued.

# OTF Franchisor, LLC
## Balance Sheets
## December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| **Assets** | | |
| Current assets | | |
| Cash | $ 4,516 | $ 10,827 |
| Accounts receivable, net | 4,131,270 | 2,891,066 |
| Deferred costs | 2,424,952 | 2,402,133 |
| Prepaid expenses and other current assets | 1,875,570 | 629,191 |
| Total current assets | 8,436,308 | 5,933,217 |
| Deferred costs | 8,368,193 | 9,905,280 |
| Other assets | 10,686 | 26,936 |
| Total assets | $ 16,815,187 | $ 15,865,433 |
| **Liabilities and Member's Deficit** | | |
| Current liabilities | | |
| Accounts payable and accrued expenses | $ 2,287,359 | $ 2,565,199 |
| Deferred income | 7,414,052 | 7,455,634 |
| Total current liabilities | 9,701,411 | 10,020,833 |
| Deferred income | 27,388,370 | 31,248,779 |
| Total liabilities | 37,089,781 | 41,269,612 |
| Commitments and contingencies (Note 7) | | |
| Member's deficit | (20,274,594) | (25,404,179) |
| Total liabilities and member's deficit | $ 16,815,187 | $ 15,865,433 |

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

# OTF Franchisor, LLC
## Statements of Income
## Years Ended December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| **Revenues** | | |
| Royalty income | $ 87,503,328 | $ 68,620,049 |
| Franchise fees | 7,529,489 | 7,478,421 |
| Other revenue | 19,099,712 | 16,636,175 |
| Total revenues | 114,132,529 | 92,734,645 |
| **Operating expenses** | | |
| Commissions, area representatives | 24,073,585 | 20,717,637 |
| Selling, general, and administrative expenses | 29,962,011 | 25,552,726 |
| Total operating expenses | 54,035,596 | 46,270,363 |
| Net income | $ 60,096,933 | $ 46,464,282 |

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

# OTF Franchisor, LLC
## Statement of Changes in Member's Deficit
## Years Ended December 31, 2022 and 2021

| | Member's Deficit Amount |
|---|---|
| **Balance at December 31, 2020** | $ (26,916,993) |
| Distributions | (43,232,069) |
| Assumption of performance obligations from member | (1,719,399) |
| Net income | 46,464,282 |
| **Balance at December 31, 2021** | $ (25,404,179) |
| Distributions | (54,967,348) |
| Net income | 60,096,933 |
| **Balance at December 31, 2022** | $ (20,274,594) |

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

# OTF Franchisor, LLC
## Statements of Cash Flows
## Years Ended December 31, 2022 and 2021

| | 2022 | 2021 |
|---|---|---|
| **Cash flows from operating activities** | | |
| Net income | $ 60,096,933 | $ 46,464,282 |
| Adjustments to reconcile net income | | |
| to net cash flows from operating activities | | |
| Bad debt expense | (192,979) | 424,306 |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (1,047,225) | 276,274 |
| Deferred costs | 1,514,268 | 1,759,719 |
| Prepaid expenses and other current assets | (1,246,379) | (413,651) |
| Other assets | 16,250 | 16,250 |
| Accounts payable and accrued expenses | (277,840) | 812,776 |
| Deferred income | (3,901,991) | (6,105,786) |
| Net cash flows provided by operating activities | 54,961,037 | 43,234,170 |
| **Cash flows from financing activities** | | |
| Distributions to member | (54,967,348) | (43,232,069) |
| Net cash flows used in financing activities | (54,967,348) | (43,232,069) |
| Net (decrease) increase in cash | (6,311) | 2,101 |
| **Cash** | | |
| Beginning of year | 10,827 | 8,726 |
| End of year | $ 4,516 | $ 10,827 |
| **Non-cash activities** | | |
| Assumption of performance obligations from member | $ - | $ 1,719,399 |

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

## 1. Organization

OTF Franchisor, LLC ("OTFF" or the "Company") was formed as a Delaware limited liability company on December 10, 2018 and is a wholly owned subsidiary of OTF Funding, LLC ("OTFFU"), whose ultimate parent is Ultimate Fitness Holdings, LLC ("UFH"). The Company 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 developed by UFH. The studios operate as contemporary health and fitness facilities 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.

At December 31, 2022 and 2021, the Company had area representative agreements, master franchise agreements, or the ability to develop studios in all 50 states of the United States of America ("U.S."), as well as 29 countries. At December 31, 2022 and 2021, the Company had opened and operating franchised, sub-franchised, or licensed facilities in the U.S. and internationally of 1,506 and 1,479, respectively.

## 2. Significant Accounting Policies

### The Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") 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 financial statements as well as the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Revenue Recognition

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*. Revenue from contracts with customers consists primarily of revenues generated by its franchising business, specifically royalties, initial and renewal franchise fees, upfront fees from area development agreements and international territory master license agreements, transfer fees and other fees.

The basic terms of the franchise agreements are as follows: the initial franchise fee is generally due upon the signing of the franchise agreement, royalty fees are due from franchisees weekly or monthly and are equal to a percentage of gross sales for the previous week or month, the initial term of the agreement is up to 10 years with the ability to renew for an additional term subject to certain conditions and a renewal fee, and the location of the studio must be pre-approved. The Company will provide initial training, location selection guidelines, development, and opening assistance, among other services and materials.

The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and other services the Company provides under the franchise and development agreements include pre-opening services, such as training, and other ongoing services, such as development of technology and training materials, workout templates, and studio monitoring. These services are highly interrelated so management does not consider them to be individually distinct and therefore accounts for them as a single performance obligation, which is satisfied by providing a right to use the Company's intellectual property over the term of each franchise agreement.

***Royalty Income***
Royalties are calculated as a percentage of studio sales over the term of the franchise agreement. Franchise agreement royalties represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as studio sales occur. Royalties are included in royalty income gross of royalties due to Area Representatives.

***Franchise Fees***
Franchise fees consist of individual studio franchise fees paid by franchisees, master franchise fees paid by master franchisees, area representative fees paid by Area Representatives, and the portion of transfer fees which are allocated as franchise fees to the individual studios to which they relate paid by the seller of the respective studios.

*Studio Franchise Fees*
The initial franchise fee is due upon signing the franchise agreement and renewal franchise fees are due at the time of a renewal of an existing agreement. In some states, payment for initial franchise fees is deferred until the studio's official opening date. The deferred payments are recorded as deferred state receivables, which are included in accounts receivable on the balance sheets. Initial and renewal franchise fees are nonrefundable. The franchise fee is payment for services provided by the Company to the franchisees prior to the opening of the studio and throughout the term of the franchise agreement. Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement. Franchise fees are included in franchise fee revenues gross of commissions due to Area Representatives.

*Master Franchise Fees*
The Company enters into master franchising agreements for certain international territories. Master franchisees are granted the exclusive right and license to develop the Orangetheory concept in a territory for an initial term of 10 years. At the end of the initial 10 years, the master franchisee may renew the agreement based on conditions outlined in the master franchising agreement. Under the terms of the master franchise agreement, the master franchisee pays the Company a portion of the initial franchise and area representative fees, as well as royalties, received from studios sold in the territory. As master franchisees are transferred the Company's symbolic IP and have an exclusive right to sub-franchise the opening and operation of an unlimited number of locations in the respective area, international master license fees are recognized as revenue on a straight-line basis over the term of the respective agreement.

*Area Representative Fees*
The Company also offers franchisees who meet certain qualifications the right to operate an area representative business in a defined geographical territory as an Area Representative. In addition to owning one studio (the "Pilot Studio"), Area Representatives solicit and screen prospective franchisees for the right to own and operate studio franchises under franchise agreements which are between the Company and the franchisee (the Area Representative is not a party to these franchise agreements). The initial area representative fee ("Initial AR Fee") is primarily dependent on the size of the territory granted to the Area Representative. The Initial AR Fee is payment for (1) the right to develop studios in a defined geographic area for a term of 10 years, (2) Area Representative business operations training prior to opening the Pilot Studio, (3) pre-opening services in connection with the Pilot Studio similar to those pre-opening services provided to individual franchisees discussed above in the Franchise Fee section, and (4) future commissions from royalties and franchise fees for franchises sold in the defined area. Area representative agreements, among other provisions, require the Company to pay the Area Representative up to 50% of initial franchise fees received from franchises sold in the Area Representative's respective

territory. The Area Representative also receives up to 33% of royalties collected from the franchisees in the Area Representative's respective territory. As area development agreements generally consist of an obligation to grant geographic exclusive area development rights over a stated term, these development rights are not distinct from franchise agreements. Therefore, upfront fees paid by Area Representatives for development rights are deferred and apportioned to each franchise studio agreement entered into by the franchisee. The pro rata amount apportioned to each studio is accounted for identically to the initial franchise fee.

*Transfer Fees*
Franchisees, area representatives, and international master franchisees may transfer a controlling or non-controlling interest of their agreements to other individuals after a review and approval by the Company. The Company may charge a transfer fee up to 50% of the then-current initial franchise fee charged to new franchisees. The transfer fee is intended to cover the administrative costs of preparing and reviewing the transfer documentation, performing background checks, and modifying system access. Transfer fees are dependent on the number of studios or the size of the region being transferred. The amount of the transfer fee representative of the stand-alone selling price for performing the administrative tasks is recognized upon execution of the transfer and is included in other revenue in the statements of income, and the balance is recorded as deferred revenue and recognized over the Company's remaining performance obligations.

Franchise fee, area development fee, international territory fee and non-administrative transfer fee payments received by the Company are recorded as deferred revenue, which represents a contract liability. A commission is paid to Area Representatives for each franchise fee sold and is recorded as deferred costs, which is a contract asset. Deferred revenue and deferred costs are reduced as franchise license fees are recognized in revenue and commissions are recognized as expenses over the term of the franchise license for studio, international territory, and apportioned area development and transfer agreements.

Deferred income and deferred costs (prepaid commissions) from contracts with customers as of December 31 are as follows:

| | 2022 | 2021 |
|---|---|---|
| Prepaid commissions | $ 10,793,145 | $ 12,307,413 |
| Deferred income | $ 34,802,422 | $ 38,704,413 |

***Other Revenue***
Other revenue consists primarily of technology fees, administrative transfer fees and other miscellaneous contracts.

*Technology Fees*
Technology fees are based on fixed fees billed monthly for software licenses and other technology provided to the studios. Technology fees cover the development or purchase of software licenses or sublicenses that franchisees must use in the operation of their studio. The franchisees pay the fee monthly upon the activation of their software subscription. Technology fee revenue from studios is recognized as earned, which is monthly as the services are provided.

*Administrative Transfer Fees*
As described above, the amount of the transfer fee representative of the stand-alone selling price for performing the administrative tasks is recognized upon execution of the transfer.

*Other Miscellaneous contracts*
Other miscellaneous contracts include agreements or transactions that do not fall into the Company's standard franchise revenue streams. During the year ended December 31, 2022, the Company executed an agreement with a customer for use of the Company's trademarks and intellectual property rights. Revenue from this contract was recognized over the period in which the customer had access to use the trademarks and intellectual property rights. No miscellaneous contracts were executed in the year ended December 31, 2021.

***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 statements of income to satisfy this requirement.

***Sales Taxes***
All revenue amounts are recorded net of applicable sales tax.

**Allowance for Doubtful Accounts**
Management analyzes and adjusts the allowance for doubtful accounts based on the estimated collectability of accounts receivable. Accounts receivable are comprised of royalties, franchise and technology fees. Management determines whether collectability allowances need to be established depending on the aging of the individual balance receivable, recent payment history, contractual terms of related agreements and other qualitative factors, such as status of business relationship with the franchisees and Area Representatives. Accounts receivable balances are considered past due based on contractual terms. The allowance for doubtful accounts was $479,680 and $672,659 at December 31, 2022 and 2021, respectively.

**Taxes Collected from Customers and Remitted to Government Authorities**
The Company may be required to pay taxes to certain taxing authorities based on a percentage of revenue billed to its franchisees. These taxes are billed to and collected from franchisees and remitted to the taxing authority on a monthly basis. As the Company is acting as a collection agent with respect to these taxes, these amounts are not included in revenues. These taxes are recorded as a liability when the amounts are billed to franchisees and the liability is relieved when payments are made to the respective taxing authority.

**Deferred Costs**
The Company defers the incremental costs associated with the franchise sales facilitated by Area Representatives and 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 the portion of initial franchise fees received from new franchisees but due to the Area Representative under the terms of the agreement with the Area Representative and are directly attributable to an individual studio.

**Advertising**
A wholly-owned subsidiary of UFH, Ultimate Fitness Group ("UFG"), has established two marketing funds. The Brand Fund is for the benefit of all its domestic franchisees and the Area Representative Co-Op is for the benefit of the Area Representatives. UFG performs the administration of these marketing funds. In connection with UFG's administration of these marketing funds, UFG collects the franchisees' and area representatives' contributions into the funds and enters into marketing commitments and charges the marketing funds the cost of the

marketing services. UFG has the exclusive right to maintain, operate and administer the marketing funds in its sole and absolute discretion. These advertising costs are for expenses related to advertising, marketing, and promotion of the sale of franchises and membership in its studios. UFG is reimbursed for its costs related to the administration of the marketing funds via the management fee further described in Notes 3 and 6. Advertising expense incurred directly by the Company for the years ended December 31, 2022 and 2021 was $57,150 and $27,538, respectively.

**Cash**
All highly liquid investments with an original maturity of three months or less are considered cash equivalents. There were no cash equivalents as of December 31, 2022 or 2021.

**Income Taxes**
The Company is a Delaware limited liability company and, with the consent of its member, has elected under the Internal Revenue Code to be taxed as a partnership. In lieu of corporation income taxes, the members of a limited liability company are taxed on their proportionate share of the Company's taxable income. Accordingly, no provisions or liabilities for federal or state income taxes are reflected in the accompanying financial statements.

**Fair Value Measurement**
The Company assesses fair value measurements in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 820, *Fair Value Measurements and Disclosures* ("ASC 820"). The Company has adopted Accounting Standards Update ("ASU") 2018-13, *Fair Value Measurement (Topic 820) Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* on January 1, 2020. The adoption of this standard did not have any impact on the Company's financial statements. Under ASC 820, there are three categories for the classification and measurement of assets and liabilities carried at fair value:

Level 1 Quoted market prices in active markets for identical assets or liabilities.

Level 2 Observable market-based inputs or observable inputs that are corroborated by market data

Level 3 Unobservable inputs reflecting the reporting entity's own assumptions.

The carrying amounts of the Company's current assets and current liabilities approximate fair value. The Company does not have any other financial instruments that would require measurement at fair value at December 31, 2022 or 2021.

**Comprehensive Income**
The Company's comprehensive income for the years ended December 31, 2022 and 2021 was equal to the Company's net income.

**Recent Accounting Pronouncements**
In June 2016, the Financial Accounting Standards Board ("FASB") issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326)*, a revised standard on accounting for financial instruments. The amendments in this Update require a financial asset, including trade receivables, measured at amortized cost basis to be presented at the net amount expected to be collected. The allowance for credit losses is a valuation account that is deducted from the amortized cost basis of the financial asset(s) to present the net carrying value at the amount expected to be collected on

the financial asset. The amendments in this Update are effective for nonpublic companies with fiscal years beginning after December 15, 2022, and interim periods beginning the same year. The Company does not believe this revised standard will have a significant impact on the financial statements.

## 3. Guarantee of Parent Company Debt

On March 4, 2019, the Company's parent, OTFFU or the "Issuer", entered into an Indenture (the "Indenture") under which OTFFU issued Series 2019-1 Class A-2 Floating Rate Senior Secured Notes ("Senior Notes") in the amount of $365,000,000 and Series 2019-1 Class A-1 Variable Funding Senior Secured Notes ("VFN," and together with the Senior Notes, the "Series Notes") in the revolving amount of $25,000,000. On August 9, 2019, the Indenture was amended to increase the Senior Notes to $415,000,000 and the VFN to $75,000,000. Interest and principal payments on the Series Notes are payable on a quarterly basis. Interest on the VFN is also payable on a quarterly basis. The requirement to make quarterly principal payments on the Senior Notes is subject to certain financial conditions set forth in the Indenture. The Series Notes have a scheduled maturity date of August 2024, and bear interest at rates subject to change quarterly as defined in the Indenture. Interest was payable at rates of 3.00% plus the LIBOR rate of 4.28% (totaling 7.28%) and 0.13% (totaling 3.13%) as of December 31, 2022 and 2021, respectively.

The Series Notes are collateralized by substantially all the assets of and guaranteed by the Company and its affiliates. OTFFU is dependent on the Company and its affiliates, for sufficient cash flows to service the Series Notes. Accordingly, under the terms of the Indenture, the Company is required to remit management fees and distribute all excess cash to OTFFU.

The Company and its affiliates also have a management agreement with UFG to perform certain services on their behalf, including, among other things, collecting franchisee payments, managing the operations, and performing certain franchising, marketing, real estate, intellectual property and operational and reporting services. In exchange for providing such services, the Company and its affiliates pay UFG certain management fees on a weekly basis equal to an annual base fee plus a percentage of cash collections.

## 4. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following as of December 31:

| | 2022 | 2021 |
|---|---|---|
| Prepaid expenses | $ 1,875,102 | $ 629,191 |
| Reimbursable expenses | 468 | - |
| | $ 1,875,570 | $ 629,191 |

## 5. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consist of the following as of December 31:

| | 2022 | 2021 |
|---|---|---|
| Accrued commissions | $ 831,329 | $ 344,447 |
| Accounts payable | 527,250 | 1,357,992 |
| Amounts payable to related parties | 16,975 | 88,870 |
| Other accrued expenses | 911,805 | 773,890 |
| | $ 2,287,359 | $ 2,565,199 |

## 6. Related Party Transactions

The accompanying balance sheets and statements of income do not necessarily reflect what the Company's financial position and operating results would have been had the Company operated without its association with UFG. UFG charged the Company a management fee of $16,660,471 and $13,949,731 in 2022 and 2021, respectively, for personnel and other shared costs, which is included in selling, general and administrative expenses in the statements of income. The Company receives various other benefits associated with its operations that are not explicitly charged to the Company by UFG, such as office space and equipment, payroll, administrative and other shared service functions.

A related party through common ownership is also an owner of the entity which is the master franchisee in Canada. The member of this entity was also an owner of studios in Canada. As of December 31, 2022, and 2021, the number of studios owned by this member was 28. During the years ended December 31, 2022 and 2021, OTFF recognized royalties of $1,213,510 and $676,383, technology fees of $880,533 and $405,298, and revenues of $293,708 and $379,551 related to franchise and master franchise fee amortization and live virtual classes, respectively. As of December 31, 2022 and 2021, receivables due from the Canadian master franchisee for services performed were $253,207 and $191,016, respectively.

During the years ended December 31, 2022 and 2021, UFG paid technology expenses on behalf of the Company. At December 31, 2022 and 2021, technology expenses of $16,975 and $88,870, respectively were accrued and included in accounts payable and accrued expenses.

The Company is also the franchisor to corporate-owned related party studios. The Company performs franchising services for, and collects royalties and technology fees from, these studios. During the years ended December 31, 2022 and 2021, OTFF recognized royalty fees of $1,270,988 and $970,794 and technology fees of $223,224 and $189,966, respectively.

## 7. Commitments and Contingencies

### Legal

The Company is involved in certain legal matters in the ordinary course of business that management believes will not have a material adverse effect on the Company's financial position or results of operations.

**Concentrations of Risk**

***Credit Risk***

At December 31, 2022 and 2021, all amounts were held in cash accounts in a U.S. national bank. The Federal Deposit Insurance Corporation ("FDIC") provides deposit insurance of up to $250,000 for substantially all depository accounts. The Company did not have cash in excess of these insured limits at December 31, 2022 or 2021. The Company has not experienced losses in the accounts and does not believe it is exposed to any significant risk.

***Geographic Risks***

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. OTFF is also affected by fluctuations in the economic environment of the foreign countries in which it maintains license agreements.

## 8. Members' Equity

Cash distributions to OTFFU for the years ended December 31, 2022 and 2021 were $54,967,348 and $43,232,069, respectively. The Company also assumed performance obligations and the related deferred income from OTFS for the year ended December 31, 2021 in the amount of $1,719,399.

## 9. Subsequent events

Management has evaluated subsequent events through March 29, 2023 in connection with the preparation of these financial statements, which is the date the financial statements were available to be issued.

**THE FOLLOWING FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.**

**OTF Franchisor, LLC**
**Unaudited Balance Sheet**
**April 30, 2024**

| | | |
|---|---|---|
| **Assets** | | |
| Cash | $ | 121,801 |
| Accounts receivable | | 7,732,603 |
| Prepaid expenses and other current assets | | 2,210,962 |
| Deferred costs | | 7,913,345 |
| Other assets | | - |
| **Total assets** | | 17,978,711 |
| | | |
| **Liabilities and Member's Deficit** | | |
| Accounts payable and accrued expenses | | 2,628,459 |
| Deferred income | | 26,939,368 |
| **Total liabilities** | | 29,567,827 |
| | | |
| Members' deficit | | (11,589,116) |
| **Total liabilities and member's equity** | | 17,978,711 |

**OTF Franchisor, LLC**
**Unaudited Income Statement**
**January 1, 2024 to April 30, 2024**

| | | |
|---|---|---|
| **Revenues** | | |
| Royalty income | $ | 29,727,068 |
| Franchise fees | | 2,531,180 |
| Other revenue | | 10,990,522 |
| **Total assets** | | 43,248,770 |
| | | |
| **Operating Expenses** | | |
| Commissions, area representatives | | 6,811,547 |
| Selling, general, and administrative expenses | | 6,655,549 |
| **Total operating expenses** | | 13,467,096 |
| | | |
| **Net Income** | | 29,781,674 |

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2023, 2022, and 2021

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**
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REDPATH AND COMPANY

# INDEPENDENT AUDITOR'S REPORT

To the Member
Anytime Fitness, LLC and Subsidiaries
Woodbury, Minnesota

## Opinion

We have audited the accompanying consolidated financial statements of Anytime Fitness, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023, 2022, and 2021, and the related consolidated statements of comprehensive income, member's equity (deficit), and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Anytime Fitness, LLC and Subsidiaries as of December 31, 2023, 2022, and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Anytime Fitness, LLC and Subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Responsibilities of Management for the 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 Anytime Fitness, LLC and Subsidiaries' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

## Auditor's 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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements 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 generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 audits 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 Anytime Fitness, LLC and Subsidiaries' 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 of Anytime Fitness, LLC and Subsidiaries' 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 audits, significant audit findings, and certain internal control related matters that we identified during the audits.

Redpath and Company, LLC

REDPATH AND COMPANY, LLC
St. Paul, Minnesota

March 27, 2024

# CONSOLIDATED FINANCIAL STATEMENTS

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**
CONSOLIDATED BALANCE SHEETS
December 31, 2023, 2022, and 2021

**Statement 1**


| Assets | 2023 | 2022 | 2021 |
|---|---|---|---|
| Current assets: | | | |
| Cash and cash equivalents | $6,351,814 | $10,183,683 | $10,464,059 |
| Restricted cash | 6,767,004 | 6,450,267 | 5,934,932 |
| Accounts receivable, net of allowance for doubtful accounts | 9,517,581 | 8,119,589 | 9,119,178 |
| Vendor rebates receivable | 5,422,614 | 4,478,839 | 3,752,517 |
| Due from related parties | 162,954 | 496,285 | 435,288 |
| Inventory | 4,682,754 | 4,130,738 | 3,454,951 |
| Prepaid expenses | 5,639,228 | 7,431,394 | 5,001,563 |
| Other current assets | 121,830 | 218,030 | 285,978 |
| Deferred compensation, current portion | 353,264 | 418,796 | 462,841 |
| Total current assets | 39,019,043 | 41,927,621 | 38,911,307 |
| Property and equipment, net | 3,476,723 | 3,004,748 | 2,025,457 |
| Other assets: | | | |
| Operating lease right-of-use assets | 3,780,666 | 3,016,596 | - |
| Intangible assets, net of accumulated amortization | 2,152,989 | 2,612,858 | 3,134,169 |
| Software development and license costs, net of accumulated amortization | 17,337,639 | 13,610,238 | 7,394,733 |
| Goodwill | 141,521 | 141,521 | 141,521 |
| Other assets | 175,285 | 271,255 | 436,814 |
| Deferred compensation, net of current portion | 1,150,253 | 1,386,564 | 1,418,778 |
| Total other assets | 24,738,353 | 21,039,032 | 12,526,015 |
| Total assets | $67,234,119 | $65,971,401 | $53,462,779 |

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

| Liabilities and Member's Equity (Deficit) | 2023 | 2022 | 2021 |
|---|---|---|---|
| Current liabilities: | | | |
| Current maturities of long-term debt | $3,637,500 | $3,637,500 | $3,637,500 |
| Current maturities of operating lease liabilities | 989,158 | 689,695 | - |
| Accounts payable | 6,007,786 | 2,491,919 | 1,937,942 |
| Accrued expenses and other current liabilities | 2,398,782 | 1,913,794 | 3,543,273 |
| Due to related parties | 138,720 | 391,263 | 248,797 |
| Deferred revenue, current portion | 10,016,870 | 10,148,482 | 9,375,055 |
| Deferred rent | - | - | 358,426 |
| Total current liabilities | 23,188,816 | 19,272,653 | 19,100,993 |
| Long-term liabilities: | | | |
| Long-term debt, net of current maturities and financing costs | 475,110,947 | 473,370,876 | 472,843,306 |
| Operating lease liabilities, net of current maturities | 3,222,287 | 2,815,588 | - |
| Deferred revenue, net of current portion | 34,321,079 | 33,185,942 | 31,414,642 |
| Total long-term liabilities | 512,654,313 | 509,372,406 | 504,257,948 |
| Total liabilities | 535,843,129 | 528,645,059 | 523,358,941 |
| Member's Equity (Deficit): | | | |
| Member's equity (deficit) | (468,644,561) | (462,713,004) | (469,949,633) |
| Accumulated other comprehensive income | 35,551 | 39,346 | 53,471 |
| Total member's equity (deficit) | (468,609,010) | (462,673,658) | (469,896,162) |
| Total liabilities and member's equity (deficit) | $67,234,119 | $65,971,401 | $53,462,779 |

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

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For The Years Ended December 31, 2023, 2022, and 2021

**Statement 2**

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Revenues: | | | |
| Franchise royalties | $61,386,986 | $58,105,429 | $34,514,266 |
| Franchise fees | 14,390,430 | 11,096,453 | 10,058,339 |
| Sales | 41,856,941 | 42,586,018 | 8,742,983 |
| Advertising fund revenue | 17,607,133 | 17,530,699 | 16,925,734 |
| Vendor rebates | 47,825,151 | 42,114,964 | 49,652,846 |
| Other revenues | 1,015,732 | 699,248 | 727,618 |
| Total revenues | 184,082,373 | 172,132,811 | 120,621,786 |
| Cost of goods sold | 18,835,100 | 18,553,576 | 3,165,526 |
| Gross profit | 165,247,273 | 153,579,235 | 117,456,260 |
| General and administrative expenses | 64,416,414 | 48,492,302 | 39,944,483 |
| Advertising fund expense | 18,948,022 | 16,681,618 | 16,788,246 |
| Total general, administrative, and advertising fund expense | 83,364,436 | 65,173,920 | 56,732,729 |
| Income from operations | 81,882,837 | 88,405,315 | 60,723,531 |
| Other income (expense): | | | |
| Interest expense | (26,160,628) | (26,207,361) | (2,690,840) |
| Other income | 492,899 | 10,505 | 2,369 |
| Other expense | (1,907,447) | (1,499,289) | (1,048,560) |
| Gain (loss) on sale or closure of fitness center operations | - | (4,238) | 3,329 |
| Total other income (expense), net | (27,575,176) | (27,700,383) | (3,733,702) |
| Net income | 54,307,661 | 60,704,932 | 56,989,829 |
| Other comprehensive income: | | | |
| Foreign currency translation adjustments | (3,795) | (14,125) | 5,638 |
| Comprehensive income | $54,303,866 | $60,690,807 | $56,995,467 |

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

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**
CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY (DEFICIT)
For The Years Ended December 31, 2023, 2022, and 2021

**Statement 3**

| | Member's Equity (Deficit) | Accumulated Other Comprehensive Income (Loss) | Total Member's Equity (Deficit) |
|---|---|---|---|
| Balance at December 31, 2020 | $17,562,188 | $47,833 | $17,610,021 |
| Non-cash contribution from member | 4,339,960 | - | 4,339,960 |
| Distributions | (548,841,610) | - | (548,841,610) |
| Net income | 56,989,829 | - | 56,989,829 |
| Foreign currency translation adjustments | - | 5,638 | 5,638 |
| Balance at December 31, 2021 | (469,949,633) | 53,471 | (469,896,162) |
| Contributions | 786 | - | 786 |
| Distributions | (53,469,089) | - | (53,469,089) |
| Net income | 60,704,932 | - | 60,704,932 |
| Foreign currency translation adjustments | - | (14,125) | (14,125) |
| Balance at December 31, 2022 | (462,713,004) | 39,346 | (462,673,658) |
| Contributions | 1,028,700 | - | 1,028,700 |
| Distributions | (61,267,918) | - | (61,267,918) |
| Net income | 54,307,661 | - | 54,307,661 |
| Foreign currency translation adjustments | - | (3,795) | (3,795) |
| Balance at December 31, 2023 | ($468,644,561) | $35,551 | ($468,609,010) |

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

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**
CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31, 2023, 2022, and 2021

**Statement 4**

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Cash flows from operating activities: | | | |
| Net income | $54,307,661 | $60,704,932 | $56,989,829 |
| Adjustments to reconcile net income to net cash flows from operating activities: | | | |
| Depreciation and amortization | 6,124,772 | 2,704,778 | 2,118,846 |
| Amortization of debt issuance costs, included in interest expense | 1,740,071 | 1,740,070 | 181,158 |
| Loss on sale of property and equipment | 111,777 | 2,202 | - |
| Loss (gain) on sale or closure of fitness center operations | - | 4,238 | (3,329) |
| Deferred rent | - | - | (162,193) |
| Operating right-of-use assets and operating lease liabilities, net | (57,908) | 130,261 | - |
| Changes in assets and liabilities: | | | |
| Restricted cash | (316,737) | (515,335) | (978,243) |
| Accounts receivable, net | (1,397,992) | 999,589 | (1,685,322) |
| Vendor rebates receivable | (943,775) | (726,322) | (407,501) |
| Due from related parties | 333,331 | (60,997) | (8,596,399) |
| Inventory | (552,016) | (675,787) | (10,137) |
| Prepaid expenses and other assets | 1,984,336 | (2,196,324) | (2,723,857) |
| Deferred compensation | 301,843 | 76,259 | 122,281 |
| Accounts payable and other accrued expenses | 4,000,855 | (1,075,502) | 2,716,858 |
| Due to related parties | (252,543) | 142,466 | (111,509) |
| Deferred revenue | 1,003,525 | 2,544,727 | (855,917) |
| Net cash flows provided by operating activities | 66,387,200 | 63,799,255 | 46,594,565 |
| Cash flows from investing activities: | | | |
| Purchases of property and equipment | (1,407,037) | (1,897,622) | (1,183,087) |
| Proceeds from sale of property and equipment | - | 12,500 | - |
| Purchases of software development and license costs | (8,653,533) | (7,471,749) | (3,467,122) |
| Purchases of trademarks | (29,373) | (27,832) | (7,272) |
| Net cash flows used in investing activities | (10,089,943) | (9,384,703) | (4,657,481) |
| Cash flows from financing activities: | | | |
| Principal payments on long-term debt | - | (1,212,500) | - |
| Cash contributions | - | 786 | - |
| Distributions paid to member | (60,125,331) | (53,469,089) | (51,605,836) |
| Net cash flows used in financing activities | (60,125,331) | (54,680,803) | (51,605,836) |
| Effect of exchange rate on cash flows, net | (3,795) | (14,125) | 5,638 |
| Net decrease in cash and cash equivalents | (3,831,869) | (280,376) | (9,663,114) |
| Cash and cash equivalents - beginning of year | 10,183,683 | 10,464,059 | 20,127,173 |
| Cash and cash equivalents - end of year | $6,351,814 | $10,183,683 | $10,464,059 |
| Supplemental disclosures of cash flow information: | | | |
| Cash paid for interest | $24,419,221 | $24,487,987 | $4,469,636 |
| Cash paid for amounts included in the measurement of operating lease liabilities | $1,110,043 | $907,896 | $ - |
| Supplemental schedule of noncash investing and financing activities: | | | |
| Right-of-use assets acquired under operating leases | $1,568,796 | $974,860 | $ - |
| Distributions applied to notes receivable - related party | $ - | $ - | $6,000,000 |
| Distributions applied to due from related parties | $ - | $ - | $14,936,126 |
| Distributions of software development to member | $1,142,587 | $ - | $ - |
| Contribution of net assets from member | $ - | $ - | $4,339,960 |
| Contributions of intangible assets | $2,012 | $ - | $ - |
| Contributions of software development and license costs | $1,026,688 | $ - | $ - |
| Long-term debt proceeds distributed to member | $ - | $ - | $476,299,648 |

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

## Note 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 Anytime Worldwide, LLC (AWW).

On November 24, 2021 SEB completed a securitization transaction (See Note 8). As a result of this transaction, Anytime Fitness contributed certain assets and liabilities to newly created wholly-owned subsidiaries.

Prior to November 24, 2021, Anytime Fitness franchised the right to open, operate, and manage fitness centers. Anytime Fitness also had master franchise agreements with entities that allowed the master franchisees to operate as an Anytime Fitness. In connection with the securitization transaction, these business operations were transferred to Anytime Fitness Franchisor LLC.

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 and Andorra. Anytime Fitness collects various recurring and nonrecurring fees from this master franchisee, which were not transferred to Anytime Fitness Franchisor.

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 Notes (see Note 8).

SEB Systems LLC (SEB Systems) comprises the operations of its direct, wholly-owned subsidiaries (collectively, the "franchising entities"): Anytime Fitness 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 foreign countries.

Anytime Fitness Franchisor LLC (Anytime Fitness Franchisor) franchises the right to open, operate, and manage fitness centers in the United States, Qatar, Colombia, and Cayman Islands. 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 Australia, New Zealand, Mexico, Belgium, The Netherlands, Luxembourg, Japan, United Kingdom (including the Island of Guernsey, the Island of Jersey, and the Isle of Man), Ireland, Italy, India, Hong Kong, Singapore, Malaysia, the Philippines, Taiwan, Thailand, Indonesia, Macau, Morocco, South Korea, South Africa, Vietnam, Germany, Austria, France, and Canada.

Anytime Fitness Franchisor collects an initial master franchise fee and various recurring and nonrecurring fees from the master franchisee.

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. 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 Singapore. Basecamp Fitness Franchisor collects an initial master franchise fee and various recurring and nonrecurring fees from the master franchisee. Basecamp Fitness Franchisor has also licensed the right to an entity to operate a single Sumhiit Fitness studio in Australia and currently does not collect any fees from the license.

The Bar Method Franchisor LLC (Bar Method Franchisor) franchises the right to open, operate, and manage fitness studios in the United States and Canada. 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.

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.

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

SEB Distribution SPV LLC (SEB Distribution) procures, holds, and distributes inventory and supplies to Self Esteem Brands franchise businesses.

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.

Anytime Fitness (Shanghai) Co., Ltd., a subsidiary of Anytime Fitness China Holding (Hong Kong), Ltd., is set up to develop Anytime Fitness centers 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.

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 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.

ACCOUNTS RECEIVABLE

Accounts receivable 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 doubtful accounts for uncollectible amounts, if necessary. Bad debts are charged to expense when expected to be uncollectible. The allowance for doubtful accounts was $165,000, $260,000, and $320,000 for the years ended December 31, 2023, 2022, and 2021, respectively. Accounts receivable are considered past due if any portion of the receivable balance is outstanding past the due date established by the Company.

INVENTORY VALUATION

Inventories are stated at the lower of cost or net realizable value. Cost is determined using the first-in, first out method.

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 fitness equipment and furniture 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.

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. The Company does not amortize goodwill but tests it for impairment annually.

The Company paid and capitalized fees for the development of international 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 5 years. Non-compete agreements are amortized on a straight-line method over 3 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, 2023, 2022, and 2021.

DEFERRED RENT

Prior to January 1, 2022, the Company recognized rent expense on a straight-line basis. There were often differences between the amounts paid to the landlord of the operating lease and straight-line rent expense, creating deferred rent. Periodic rent increases, a period of reduced or free rent, or an upfront allowance from the lessor for tenant improvements were common situations that created deferred rent. The total minimum payments under an operating lease were calculated and then divided equally over the life of the lease to determine a straight-line rent expense. The Company recognized free rent lease incentives and tenant improvement credits straight-line over the life of the lease.

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 Anytime Worldwide, 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. Because the Company is an LLC, liability to the member is limited.

The Company is not currently under examination by any taxing jurisdiction. 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.

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, 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.

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. During the COVID-19 pandemic, the Company offered franchise fee relief in the form of discounts of $0, $228,151, and $1,864,497 for the years ended December 31, 2023, 2022, and 2021, respectively.

*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 revenue is recognized at the time the service is performed. Revenue from prepayments of personal training sessions is deferred until the sessions are used or expire.

*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.

*Product and Equipment Sales*
Revenue from product and equipment sales is generally recognized when products are shipped.

*Managed Technology Services*
Managed technology services include the installation and sale of security equipment. Revenue from installation sales and the associated equipment is recognized when services are rendered. Managed technology services also include technology fees that are recognized monthly when services are rendered.

*Other Revenues*
Other revenue consists of 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.

*Sales tax*
All revenue amounts are recorded net of applicable sales tax.

*Deferred revenue*
Deferred revenue from initial franchise fees, ADA 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 balance sheets.

*Deferred compensation*
Deferred compensation consists of commission expense resulting from the sales of initial franchises, ADA, and master franchises and is generally recognized on a straight-line basis over the term of the underlying franchise agreement. The Company classifies these contract assets as deferred compensation in the balance sheets.

*Advertising Fund*
The Company has an advertising fund for the creation and development of marketing, advertising, and related programs and materials for all fitness centers located in the United States and Canada. 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.

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.

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.

ADVERTISING COSTS

Advertising costs associated with solicitation of new franchisees are expensed as incurred. Advertising costs totaled $1,442,065, $1,239,947, and $1,400,220 for the years ended December 31, 2023, 2022, and 2021, 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.

The Company does not have any significant fair value measurements on a recurring or non-recurring basis for the years ended December 31, 2023, 2022, and 2021.

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 8 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 non-lease components. The Company has elected to not combine lease and non-lease 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. In the event the incremental borrowing rate is not readily determinable, the Company has elected to use the risk-free rate as the discount factor.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

The Company adopted Accounting Standards Update ("ASU") 2016-13, *Credit Losses – Measurement of Credit Losses on Financial Instruments* and all related subsequent pronouncements as of January 1, 2023, which replaced the incurred loss method with a method that reflects lifetime expected credit losses. The Company adopted the changes in accounting for credit losses using a modified retrospective transition method. Adoption of the new standard did not materially impact the Company's financial statements. The comparative financial information has not been restated and continues to be reported under the accounting standard in effect for those periods.

The Company adopted the provisions of ASC 842, *Leases*, using the modified retrospective approach with January 1, 2022, as the date of initial adoption. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed the Company to carry forward the historical lease classification. In addition, the Company elected the practical expedient to use hindsight in determining the lease term for existing leases, which resulted in using the remaining lease terms for certain existing leases. Upon implementation, operating lease ROU assets increased by $2,925,892, operating lease liabilities increased by $3,284,318, and deferred rent decreased by $358,426, which resulted in a cumulative effect adjustment to member's equity (deficit) of $0 as of January 1, 2022. Adoption of the new standard did not materially impact the Company's consolidated comprehensive income and had no impact on cash flows.

SUBSEQUENT EVENTS

On February 28, 2024, AWW entered into a transaction agreement (the Transaction Agreement) with Ultimate Fitness Holdings, LLC (UFH), the ultimate indirect parent company of the franchisor of the ORANGETHEORY® fitness brand, and TGR Parent, LLC (TGR Parent). Upon the closing of the transaction, AWW and UFH will each contribute all of the equity interests in each of their respective subsidiaries to TGR Parent, resulting in AWW and UFH each owning fifty percent (50%) of the total outstanding equity interests in TGR Parent, and TGR Parent will contribute such equity interests to TGR Intermediate, LLC (TGR Intermediate), resulting in TGR Intermediate becoming the direct or indirect parent company of AWW's and UFH's respective subsidiaries, including Anytime Fitness. The transaction will close as soon as certain closing conditions set forth in the Transaction Agreement are satisfied or waived. These conditions include closing by SEB Funding of a secured financing transaction. In conjunction with closing of the secured financing and the transaction described herein, certain subsidiaries of UFH, including the franchisor of the ORANGETHEORY® fitness brand, will be contributed to Anytime Fitness and ultimately to SEB Systems, becoming an indirect subsidiary of Anytime Fitness.

Subsequent events have been evaluated by management for recognition or disclosure through March 27, 2024, which is the date the consolidated financial statements were available to be issued.

RECLASSIFICATIONS

Certain amounts in the December 31, 2022 and 2021, consolidated financial statements have been reclassified to conform to the current year presentation. These reclassifications had no effect on previously reported consolidated net income or member's equity (deficit).

## Note 2 FRANCHISE INFORMATION

Territories sold and open consisted of the following as of and for the year ended December 31, 2023:

| | Sold in Year | Total Sold | Opened in Year | Total Open |
|---|---|---|---|---|
| Anytime Fitness | 367 | 7,331 | 249 | 5,267 |
| Waxing the City | 113 | 373 | 16 | 150 |
| The Bar Method | 3 | 140 | 4 | 77 |
| Basecamp Fitness | 3 | 54 | 7 | 21 |

Territories sold and open consisted of the following as of and for the year ended December 31, 2022:

| | Sold in Year | Total Sold | Opened in Year | Total Open |
|---|---|---|---|---|
| Anytime Fitness | 385 | 7,061 | 255 | 5,143 |
| Waxing the City | 28 | 278 | 15 | 139 |
| The Bar Method | 2 | 137 | 2 | 78 |
| Basecamp Fitness | 44 | 51 | 4 | 14 |

Territories sold and open consisted of the following as of and for the year ended December 31, 2021:

| | Sold in Year | Total Sold | Opened in Year | Total Open |
|---|---|---|---|---|
| Anytime Fitness | 389 | 6,700 | 288 | 4,990 |
| Waxing the City* | 6 | 264 | 7 | 125 |
| The Bar Method* | - | 136 | - | 81 |
| Basecamp Fitness* | - | 33 | 1 | 12 |

*Sold and opened in 2021 represents the period from the securitization date of November 24, 2021 to December 31, 2021.

## Note 3 CORPORATE-OWNED FITNESS CENTERS

As of December 31, 2023, the Company was the owner/operator of 12 fitness centers. Revenue and expenses for the corporate-owned fitness centers for the year ended December 31, 2023 were $5,968,676 and $6,219,159, respectively.

As of December 31, 2022, the Company was the owner/operator of 12 fitness centers. Revenue and expenses for the corporate-owned fitness centers for the year ended December 31, 2022 were $5,651,512 and $6,190,193, respectively. The Company closed one fitness center in 2022.

As of December 31, 2021, the Company was the owner/operator of 13 fitness centers. Revenue and expenses for the corporate-owned fitness centers for the year ended December 31, 2021 were $5,404,563 and $5,866,269, respectively. The Company purchased one fitness center and closed one fitness center in 2021.

## Note 4 RELATED PARTY TRANSACTIONS

DUE FROM RELATED PARTIES

At December 31, 2023, 2022, and 2021, the Company had receivables from entities related by common ownership in the amount of $162,954, $496,285, and $435,288, respectively. The receivables are due on demand.

DUE TO RELATED PARTIES

At December 31, 2023, 2022, and 2021, the Company had payables to entities related by common ownership in the amount of $138,720, $391,263, and $248,797, respectively. The payables are due on demand.

## Note 5 ACCOUNTS RECEIVABLE

Accounts receivable is composed of the following at December 31:

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Trade receivables | $3,508,163 | $2,947,095 | $3,353,507 |
| Franchise fees | 255,400 | 160,142 | 376,254 |
| Franchise royalties | 474,680 | 284,917 | 308,366 |
| International franchise and royalty fees | 5,145,908 | 4,795,935 | 3,609,142 |
| Non-trade receivables | 298,430 | 191,500 | 1,791,909 |
| Allowance for doubtful accounts | (165,000) | (260,000) | (320,000) |
| Total accounts receivable, net of allowance for doubtful accounts | $9,517,581 | $8,119,589 | $9,119,178 |

## Note 6 PROPERTY AND EQUIPMENT

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

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Property and equipment: | | | |
| Leasehold improvements | $5,776,815 | $5,004,504 | $3,709,614 |
| Equipment | 3,572,008 | 3,172,940 | 2,978,259 |
| Fitness equipment | 2,757,134 | 2,599,480 | 2,439,312 |
| Autos and trucks | 308,643 | 308,643 | 308,643 |
| Furniture and equipment | 397,014 | 371,096 | 357,867 |
| Construction in progress | 34,928 | - | - |
| Total property and equipment | 12,846,542 | 11,456,663 | 9,793,695 |
| Less: Accumulated depreciation | (9,369,819) | (8,451,915) | (7,768,238) |
| Property and equipment, net | $3,476,723 | $3,004,748 | $2,025,457 |

Depreciation expense for the years ended December 31, 2023, 2022, and 2021 amounted to $935,062, $899,391, and $762,677, respectively.

## Note 7 INTANGIBLE ASSETS, SOFTWARE DEVELOPMENT, AND LICENSE COSTS

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

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Amortizable trademarks | $401,087 | $365,892 | $363,257 |
| Franchise rights | 1,655,300 | 1,655,300 | 1,655,300 |
| Non-compete agreements | 66,099 | 66,099 | 66,099 |
| Less: Accumulated amortization | (1,097,669) | (606,415) | (57,272) |
| Amortizable intangible assets, net | 1,024,817 | 1,480,876 | 2,027,384 |
| Non-amortizable trademarks and trademarks in progress | 1,128,172 | 1,131,982 | 1,106,785 |
| Intangible assets, net | $2,152,989 | $2,612,858 | $3,134,169 |
| | | | |
| Amortizable software development and license costs | $23,348,244 | $13,218,051 | $1,962,574 |
| Less: Accumulated amortization | (6,533,300) | (1,862,097) | (605,853) |
| Amortizable software development and license costs, net | 16,814,944 | 11,355,954 | 1,356,721 |
| Software development in progress | 522,695 | 2,254,284 | 6,038,012 |
| Software development and license costs, net | $17,337,639 | $13,610,238 | $7,394,733 |

Amortization expense for the years ended December 31, 2023, 2022, and 2021 amounted to $5,189,710, $1,805,387, and $1,356,169, respectively.

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

| Year Ending December 31, | Amount |
|---|---|
| 2024 | $7,659,908 |
| 2025 | 6,879,788 |
| 2026 | 3,096,299 |
| 2027 | 39,338 |
| 2028 | 39,338 |
| Thereafter | 125,090 |
| Total | $17,839,761 |

## Note 8 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. The net book value of the assets and liabilities contributed (net of Anytime Fitness contributions eliminated) are summarized below as of November 24, 2021:

| | |
|---|---|
| Accounts receivable | $4,120,933 |
| Inventory | 3,444,814 |
| Prepaid expenses and other assets | 995,516 |
| Intangible assets and software development costs | 3,029,138 |
| Accounts payable and accrued expenses | (699,862) |
| Deferred revenue | (6,550,579) |
| Net assets contributed | $4,339,960 |

The Issuer, its direct parent, as well as the Issuer's direct and indirect subsidiaries, except SEB Franchising Guarantor LLC, (collectively, the Self Esteem 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 Self Esteem 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 Self Esteem 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 $485,000,000 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 $20,000,000 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 $6,100,000 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 Notes are secured by substantially all assets of and guaranteed by the Self Esteem 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 Variable Funding 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 Variable Funding Notes. The Variable Funding Notes may also be used to issue letters of credit. The Variable Funding 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 Variable Funding Notes, including $6,100,000 of an interest reserve letter of credit issued in connection with the Series 2021-1 Notes, were $8,049,528, $7,363,425, and $6,151,977 as of December 31, 2023, 2022 and 2021, respectively. 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 Variable Funding Notes as of December 31, 2023, 2022 and 2021.

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, 2023, 2022 and 2021.

Debt issuance costs of $8,700,352 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.

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

The 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 2021-1 Notes, and (iii) provisions relating to optional and mandatory prepayments. The Series 2021-1 Notes are also subject to customary rapid amortization events provided for in the Indenture.

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

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Series 2021-1 Class A-2 Senior Secured Notes | $483,787,500 | $483,787,500 | $485,000,000 |
| Less: Unamortized financing costs | (5,039,053) | (6,779,124) | (8,519,194) |
| Long-term debt, net of financing costs | 478,748,447 | 477,008,376 | 476,480,806 |
| Less: Current maturities | (3,637,500) | (3,637,500) | (3,637,500) |
| Long-term debt, net of current maturities and financing costs | $475,110,947 | $473,370,876 | $472,843,306 |

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

| Year Ending December 31, | Amount |
|---|---|
| 2024 | $3,637,500 |
| 2025 | 4,850,000 |
| 2026 | 4,850,000 |
| 2027 | 470,450,000 |
| Total principal payments | $483,787,500 |

## Note 9 DEFERRED REVENUE

The following table reflects the change in deferred revenue for the years ended December 31:

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Beginning balance | $43,334,424 | $40,789,697 | $35,095,035 |
| Contributed from member | - | - | 6,550,579 |
| Revenue recognized | (14,259,017) | (11,410,120) | (10,174,082) |
| Deferred revenue estimated for the period | 15,262,542 | 13,954,847 | 9,318,165 |
| Ending balance | $44,337,949 | $43,334,424 | $40,789,697 |

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2023. The Company has elected to exclude short-term contracts, franchise fee royalties, and any other variable consideration recognized on an "as invoiced" basis.

| Deferred revenue to be recognized in the year ending December 31: | Amount |
|---|---|
| 2024 | $10,016,870 |
| 2025 | 7,924,485 |
| 2026 | 6,603,960 |
| 2027 | 5,244,384 |
| 2028 | 3,732,889 |
| Thereafter | 10,815,361 |
| Total | $44,337,949 |

The summary set forth below represents the balances in deferred revenue as of December 31:

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Franchise fees | $43,599,879 | $42,197,499 | $39,712,538 |
| Prepaid personal training | 390,425 | 533,208 | 524,734 |
| Prepaid membership fees | 115,058 | 105,754 | 92,715 |
| Equipment and installation fees | 232,587 | 273,648 | 269,710 |
| Other | - | 224,315 | 190,000 |
| Total deferred revenue | 44,337,949 | 43,334,424 | 40,789,697 |
| Less: Long-term portion of deferred revenue | (34,321,079) | (33,185,942) | (31,414,642) |
| Current portion of deferred revenue | $10,016,870 | $10,148,482 | $9,375,055 |

## Note 10 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.

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

| | 2023 | 2022 |
|---|---|---|
| Weighted Average Remaining Lease Term | 4.26 years | 5.04 years |
| Weighted Average Discount Rate | 5.00% | 5.00% |

The maturities of lease liabilities are as follows:

| Year Ending December 31: | Amount |
|---|---|
| 2024 | $1,177,199 |
| 2025 | 1,175,836 |
| 2026 | 995,642 |
| 2027 | 868,482 |
| 2028 | 370,523 |
| Thereafter | 91,234 |
| Total lease payments | 4,678,916 |
| Less: Present value discount | (467,471) |
| Present value of operating lease liabilities | 4,211,445 |
| Less: Current maturities | (989,158) |
| Operating lease liabilities, net of current maturities | $3,222,287 |

The following summarizes the line items in the consolidated statements of comprehensive income which includes the components of lease expense for the years ended December 31:

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Lease expense: | | | |
| Operating lease expense | $1,024,977 | $854,756 | $2,079,707 |
| Short-term lease expense | 71,650 | 186,311 | - |
| Non-lease component expense | 463,782 | 388,673 | - |
| Total lease expense | $1,560,409 | $1,429,740 | $2,079,707 |

## Note 11 CONTINGENCIES

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.

The Company accrued a contingent liability of $0, $44,932, and $270,275 related to lease agreements for former corporate-owned fitness centers for the years ended December 31, 2023, 2022, and 2021, respectively. This amount is included in accrued expenses and other current liabilities on the consolidated balance sheets.

**THE FOLLOWING FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.**

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENT (UNAUDITED)**

**MARCH 31, 2024**

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**
**CONSOLIDATED BALANCE SHEET**
**March 31, 2024**

| | 03.31.24 |
|---|---|
| Assets | |
| Current assets: | |
| Cash and cash equivalents | $ 12,192,243 |
| Restricted cash | 5,376,191 |
| Accounts receivable, net of allowance for doubtful accounts | 13,053,926 |
| Vendor rebates receivable | 4,815,677 |
| Due from related parties | 9,210,621 |
| Inventory | 6,648,052 |
| Prepaid expenses | 7,637,308 |
| Other current assets | 94,126 |
| Deferred compensation, current portion | 353,264 |
| Total current assets | 59,381,408 |
| Property and equipment, net | 3,232,760 |
| Other assets: | |
| Operating lease right-of-use assets | 3,565,336 |
| Intangible assets, net of accumulated amortization | 2,032,258 |
| Software development costs, net of accumulated amortization | 17,852,309 |
| Goodwill | 141,521 |
| Other assets | 175,286 |
| Deferred compensation, net of current portion | 1,150,253 |
| Total other assets | 24,916,963 |
| Total assets | $ 87,531,131 |
| Liabilities and Member's Deficit | |
| Current liabilities: | |
| Current maturities of long-term debt | $ 3,637,500 |
| Current maturities of operating lease liabilities | 1,006,162 |
| Accounts payable | 6,940,261 |
| Accrued expenses and other current liabilities | 4,832,496 |
| Due to related parties | 137,103 |
| Deferred revenue, current portion | 10,080,042 |
| Total current liabilities | 26,633,564 |
| Long-term liabilities: | |
| Long-term debt, net of current maturities and financing costs | 475,545,964 |
| Operating lease liabilities, net of current maturities | 2,964,312 |
| Deferred revenue, net of current portion | 34,321,079 |
| Total long-term liabilities | 512,831,355 |
| Total liabilities | 539,464,919 |
| Member's deficit: | |
| Member's deficit | (451,967,844) |
| Accumulated other comprehensive income | 34,056 |
| Total member's deficit | (451,933,788) |
| Total liabilities and member's deficit | $ 87,531,131 |

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**
**CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME**
**For the Period Ending March 31, 2024**

| | YTD 2024 |
|---|---|
| Revenues: | |
| Franchise royalties | $ 18,307,251 |
| Franchise fees | 5,795,249 |
| Sales | 11,226,450 |
| Advertising fund revenue | 4,441,617 |
| Vendor rebates | 13,187,601 |
| Other revenues | 265,744 |
| Total revenues | 53,223,912 |
| Cost of goods sold | 6,830,326 |
| Gross profit | 46,393,586 |
| General and administrative expenses | 15,325,670 |
| Advertising fund expense | 4,824,632 |
| Total general, administrative, and advertising fund expenses | 20,150,302 |
| Income from operations | 26,243,284 |
| Other income (expense): | |
| Interest expense | (6,476,766) |
| Other income | 41,274 |
| Other expense | (608,981) |
| Total other income (expense) | (7,044,473) |
| Net income | 19,198,811 |
| Other comprehensive income (expense): | |
| Foreign currency translation adjustments | (1,495) |
| Comprehensive income | $ 19,197,316 |

**ANYTIME FITNESS, LLC AND SUBSIDIARIES**
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENT**
**For the Period Ending March 31, 2024**

## NOTE 1 SUBSEQUENT EVENTS

Anytime Worldwide, LLC ("AWW") is the indirect parent company of Anytime Fitness, LLC and of the franchisors of the Anytime Fitness® brand, the Basecamp® brand, The Bar Method® brand, and the Waxing the City® brand (collectively, the "SEB Brands").

Ultimate Fitness Holdings, LLC ("UFH") is the ultimate indirect parent company of OTF Franchisor, LLC ("OTF"), the franchisor of the ORANGETHEORY® brand, and its affiliates.

On April 2, 2024, pursuant to a Transaction Agreement dated February 28, 2024 between AWW, UFH, and TGR Parent, LLC ("TGR Parent"), AWW and UFH each contributed all of the equity interests in each of their respective subsidiaries to TGR Parent, resulting in AWW and UFH each owning fifty percent (50%) of the total outstanding equity interests in TGR Parent, and TGR Parent contributed such equity interests to TGR Intermediate LLC ("TGR Intermediate"), which resulted in TGR Intermediate becoming the direct or indirect parent company of AWW's and UFH's respective subsidiaries (the "Business Combination Transaction").

In connection with the Business Combination Transaction, SEB Funding LLC ("SEB Funding"), an indirect, wholly-owned subsidiary of TGR Intermediate, issued $480,000,000 of fixed rate senior secured notes (the "Offered Notes") as part of a secured financing transaction (the "2024 Securitization Transaction"). SEB Funding used the proceeds from the Offered Notes: (i) to repay in full the principal amount of certain indebtedness incurred by a subsidiary of UFH prior to the date of the Business Combination Transaction, and pay any accrued interest and any other amounts payable in connection with such repayment; (ii) to pay fees and expenses in connection with the 2024 Securitization Transaction; and (iii) with respect to any remaining proceeds, for general corporate purposes.

In addition, SEB Funding also issued senior secured variable funding notes (the "VFN Notes") which will allow SEB Funding to borrow up to $90,000,000 from time to time on a revolving basis, approximately $40,000,000 of which was drawn down at the time of the Business Combination Transaction. The proceeds from the VFN Notes will be used for the purposes described above.

Certain of SEB Funding's subsidiaries, including the franchisors of SEB Brands, and certain of UFH's subsidiaries, including OTF, guaranteed the repayment by SEB Funding of the Offered Notes and the VFN Notes, as well as the repayment of certain senior secured notes and variable funding notes issued by SEB Funding in 2021 in the approximate amount of $485,000,000 and $20,000,000 respectively, which had previously been guaranteed by certain of SEB Funding's subsidiaries, including the franchisors of the SEB Brands. All such entities pledged their assets to secure all of the notes described above.

**EXHIBIT D TO THE DISCLOSURE DOCUMENT**

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**TABLE OF CONTENTS OF OPERATIONS MANUAL**

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## CONFIDENTIAL OPERATIONS MANUAL


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## EXHIBIT E TO THE DISCLOSURE DOCUMENT

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## STATE SPECIFIC ADDENDA AND RIDERS

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**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:

California Law Regarding Termination and Nonrenewal. 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.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

Post-Termination Noncompetition Covenants. 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).

~~No Waiver of Claims or Disclaimer of Reliance. 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.~~

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.

**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.

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 203, 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 Compliance Certification) 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"** | **"YOU"** |
|---|---|
| **OTF FRANCHISOR, LLC** | |
| 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"**<br>**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 Ohio. 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 Compliance Certificate that is attached as Exhibit H to the Franchise Disclosure Document.

**RIDER TO**
**OTF FRANCHISOR, LLC**
**FRANCHISE AGREEMENT**
**FOR USE IN MARYLAND**

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. **Fee Deferral**. 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. **No Release, Estoppel or Waiver of State Law**. 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. **Jurisdiction**. Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

5. **Limitation on Claims**. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

6. **General Release**. 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. **Arbitration Requirement**. 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. **Acknowledgements**. Section 23(b) (Acknowledgements in Certain States) is hereby deleted.

[Signature Page Follows]

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"**<br>**OTF FRANCHISOR, LLC** | **"YOU"** |
|---|---|
| By:_____ | _____ |
| Name:_____ | Name:_____ |
| Title:_____ | Date:_____ |
| 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"**<br>**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.

**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**").

2. **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"**<br>**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"**<br>**OTF FRANCHISOR, LLC** | **YOU** |
|---|---|
| By:_____ | _____ |
| Name:_____ | Name:_____ |
| Title:_____ | Date:_____ |
| Date:_____ | |

**ADDENDUM TO THE**
**OTF FRANCHISOR, LLC**
**FRANCHISE DISCLOSURE DOCUMENT**
**STATE OF WASHINGTON**

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

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

In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator at the time of arbitration. 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.

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

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

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

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.

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.

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.

**Risk Factor Regarding Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experiences.

**RIDER TO**
**OTF FRANCHISOR, LLC**
**FRANCHISE AGREEMENT**
**FOR USE IN WASHINGTON**

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 _____ _____ ("**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. **Washington Franchise Investment Protection Act**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "**Act**"), Chapter 19.100 RCW, prevail.

3. **Relationship**. Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the Agreement in your relationship with us including the area of termination and renewal of your franchise.

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

5. **Waiver of Rights**. A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

6. **Transfer Fees.** Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

7. **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.

9. **Non-compete 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 provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

10. **Non-solicitation.** 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 Agreement or elsewhere are void and unenforceable in Washington.

11. **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).

12. ~~11.~~ **Acknowledgements.** Section 23(a)(iv) of the Franchise Agreement is deleted in its entirety.

13. ~~12.~~ **No Warranties**. 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**

By:_____
Name:_____
Title:_____
Date:_____

**"YOU"**

_____
Name:_____
Date:_____

**EXHIBIT F TO THE DISCLOSURE DOCUMENT**

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**INFORMATION ABOUT OUR AREA REPRESENTATIVES**

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**INFORMATION ABOUT OUR AREA REPRESENTATIVES**
**AS OF DECEMBER 31, ~~2022~~2023**

## 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

Disclosure Related to Jeff Elmore, the Interim Chief Executive Officer, of the Austin Fitness Group, LLC, which is the Area Representative, or parent company of the Area Representatives, for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, (v) Philadelphia and Southern New Jersey, and (vi) Kansas City (KS and MO):

Jeff Elmore was the President/ Chief Executive Officer for Knight Energy Holdings ("**Knight Energy**") when Knight Energy filed a Chapter 11 bankruptcy action in 2017. In Re: Knight Energy Holdings, LLC et al., (4:17bk51014, W.D. La.) was filed on August 8, 2017 in the U.S. Bankruptcy Court for the Western District of Louisiana. Knight Energy's reorganization plan was made effective on December 12, 2017 and the action was discharged with a final decree on June 27, 2019. The address for Knight Energy is 2727 SE Evangeline Thruway, Lafayette, LA 70508.

No other bankruptcy 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, ~~2022~~2023, 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 | Arizona (State) | 3900 Medical Parkway | Austin | TX | 78756 | (813) 817-8645 |
| *Item 2 Disclosures:* | ~~**Terry Blachek**~~**Jeff Elmore** has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in ~~Austin~~Lafayette, Louisiana and Dallas, Texas since ~~December 2013~~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, Fresno, San Benito, Monterey, Kings, Tulare and Kern) | 11661 San Vicente Blvd., Ste 910 | Los Angeles | California | 90049 | (310) 429-6461 |
| *Item 2 Disclosures:* | **Paul Marcus** has been the Authorized Representative of Blackrock Ventures, LLC since February 2020. Since July 2013, he has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of the Area Representatives for (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio. | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| 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 Marcus** has been the Owner of WCF AR LLC since April 2013. Since July 2013, he has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of the Area Representatives for (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio. | | | | | |
| 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 |
| *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 Marcus** has been the Authorized Representative of South Bay Area Fitness, LLC since July 2014. Since July 2013, he has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of the Area Representatives for (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio. | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| **COLORADO** | | | | | | |
| WSH CO REGION, LLC | Colorado (State)<br>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 |
| *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** | | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| 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 |
| | **Jim Potesta** has been the Chief Executive Officer and owner of Afterburn Tampa Coaching LLC and Afterburn Coaching LLC since July 2013. He also serves as the Authorized Representative of Big Horns Enterprises, LLC (the Area Representative for most of Washington) since November 2021. | | | | | |
| **GEORGIA** | | | | | | |
| BLUEBERRY VISION INVESTMENTS INC. | Georgia (State) | 900 Circle 75 Parkway Ste 860 | Atlanta | Georgia | 30339 | (404) 606-0267 |
| *Item 2 Disclosures:* | ~~**James E. Weeks, III**~~**Vincent Mariani** is the Authorized Representative of Blueberry Vision Investments Inc. He has been the ~~Executive Chairman and~~ Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since ~~December 2014~~June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. ~~He has also served as the Executive Chairman of Legacy Franchise Concepts in Marietta, Georgia since February 2018~~From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York. | | | | | |
| | **Stacie Vaillancourt** has been a Member of Blueberry Vision Investments Inc. since November 2015. | | | | | |
| **IDAHO** | | | | | | |
| L5 FITNESS ID HOLDINGS, LLC | Idaho (State)<br>Montana (State) | 112 Krog Street NE, Ste. D135<br>Attn:Chris Kenny | 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. | | | | | |
| **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 | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| | 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:* | ~~**Kristine Shiffllette**~~**Matt Slaine** has been the Chief Executive Officer of OT Indiana AR, LLC since ~~November 2018. She~~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)~~ since June 2013~~, OT Iowa AR, LLC (the Area Representative for Iowa)~~ since November 2018~~, and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since ~~December 2021. She is also a Member of various entities that operate Studios. She serves in her~~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:* | ~~**Kristine Shiffllette**~~**Matt Slaine** has been the Chief Executive Officer of OT Iowa AR, LLC since ~~November 2018. She~~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)~~ since June 2013~~, OT Indiana AR, LLC (the Area Representative for portions of Indiana) ~~since November 2018~~, and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since ~~December 2021. She is also a Member of various entities that operate Studios. She serves in her~~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. | | | | | |
| **KANSAS** | | | | | | |
| RENNER FITNESS, LLC | Kansas (Kansas City) and Missouri (Kansas City) | 3900 Medical Parkway | Austin | Texas | 78756 | (813) 817-8645 |
| *Item 2 Disclosures:* | ~~**Terry Blachek**~~**Jeff Elmore** is the Authorized Representative of Renner Fitness LLC. ~~Since December 2013, he~~ He has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in ~~Austin~~Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company ~~for~~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 | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| | 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)<br>New Hampshire (State)<br>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. | | | | | |
| **MARYLAND** | | | | | | |
| MARYLAND FITNESS PARTNERS, LLC | 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. | | | | | |
| **MASSACHUSETTS** | | | | | | |
| BISH VENTURE LLC | Massachusetts (Boston, East of Interstate 495) | 900 Circle 75 Parkway Ste 860 | Atlanta | Georgia | 30339 | (404) 606-0267 |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| *Item 2 Disclosures:* | ~~**James E. Weeks, III**~~**Vincent Mariani** is the Authorized Representative of Bish Venture LLC. He has been the ~~Executive Chairman and~~ Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since ~~December 2014~~June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. ~~He has also served as the Executive Chairman of Legacy Franchise Concepts in Marietta, Georgia since February 2018~~From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York. | | | | | |
| LEO INVESTMENTS, LLC | Massachusetts -Western (everything west of 495, border on the north is state line of MA and west of 95 on north of 495 on the extreme northeast part of the territory, border on the south is the state line of MA, border on the west is the state line of MA)<br><br>Rhode Island (State) | 900 Circle 75 Parkway Ste 860 | Atlanta | Georgia | 30339 | (404) 606-0267 |
| *Item 2 Disclosures:* | ~~**James E. Weeks, III**~~**Vincent Mariani** is the Authorized Representative of Leo Investments, LLC. He has been the ~~Executive Chairman and~~ Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since ~~December 2014~~June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. ~~He has also served as the Executive Chairman of Legacy Franchise Concepts in Marietta, Georgia since February 2018~~From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York. | | | | | |
| **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 |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
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| *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. | | | | | |
| **MISSISSIPPI** | | | | | | |
| See TENNESSEE | Mississippi (Desoto Cty) | | | | | |
| **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 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. | | | | | |
| **NEVADA** | | | | | | |
| OTLV REGION, LLC | Nevada (Clark County) | 556 Pine Valley Road | Marietta | Georgia | 30067 | (404) 606-0267 |
| *Item 2 Disclosures:* | **Stephen Devlin** has been the Managing Member of OTLV Region, LLC since October 2018. Since September 2016, he has been an owner of J&S Intermingle, the operator of a Studio in Delray Beach, Florida, and Allberry Hawaii LLC, the Area Representative for Hawaii. From July 2012 to October 2016, he was the Regional Director for Wax Orlando One in Orlando, Florida. | | | | | |
| **NEW HAMPSHIRE** | | | | | | |
| See MAINE | New Hampshire (State) | | | | | |
| **NEW JERSEY** | | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| 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. | | | | | |
| See PENNSYLVANIA | New Jersey - South (Burlington, Camden, Cumberland, Gloucester, Mercer and Salem counties) | | | | | |
| **NEW MEXICO** | | | | | | |
| L5 FITNESS NM HOLDINGS, LLC | New Mexico (State)<br>Texas (El Paso) | 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. | | | | | |
| **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 | | | Melville | New York | 11747 | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| | New York (Nassau and Suffolk Counties) | 35 Pinelawn Road, Ste.104 East | | | | (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 |
| | **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 (Westchester) | 207 W. 79th Street, Ste. 9A | New York | New York | 10024 | (908) 400-0831 |
| | **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 |
| | **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, | 207 W. 79th Street, Ste. 9A | New York | New York | 10024 | (908) 400-0831 |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| | Burke, Cleveland, Alexander, Catawba, Lincoln, Gaston, Iredell, Mecklenburg, Rowan, Cabarrus, Stanly, Union, Anson and Richmond.<br><br>South Carolina Counties of: York, Chester, Lancaster & Chesterfield | | | | | |
| *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 | 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:* | ~~**Kristine Shifflette**~~**Matt Slaine** has been the Chief Executive Officer ~~and sole Member~~ of KMJE Ventures, LLC since ~~June 2013. She~~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) ~~since November 2018~~, OT Iowa AR, LLC (the Area Representative for Iowa) ~~since November 2018~~, and OT Wisconsin AR, LLC (the Area Representative for Wisconsin) since ~~December 2021. She is also a Member of various entities that operate Studios. She serves in her~~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 | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| | | | | | | (408) 504-3150 |
| *Item 2 Disclosures:* | **~~Kurt R~~Stephanie L. Altenburger** has been ~~a Member~~Chief Executive Officer of KSA Worldwide, LLC since ~~its inception in December 2012. He is also a Member of various entities that operate Studios. Mr. Altenburger has been a Paramedic at Cleveland Clinic in Avon, Ohio since December 2012 and a Paramedic at Donald Martins & Sons since February 2011~~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. | | | | | |
| | ~~**Stephanie L. Altenburger** has been a Member of KSA Worldwide LLC since its inception in December 2012. She is also a Member of various entities that operate Studios. Since May 2014, she has been Store Manager at Lululemon Athletica in Woodmere, Ohio.~~ | | | | | |
| BCF LLC | Ohio (Cincinnati - Dayton) | 11661 San Vicente Blvd., Ste 910 | Los Angeles | California | 90049 | (310) 429-6461 |
| *Item 2 Disclosures:* | **Paul Marcus** has been the Authorized Representative of BCF LLC since February 2020. Since July 2013, he has served as the Chief Executive Officer of West Coast Fitness LLC in Los Angeles, California, which is the parent company of the Area Representatives for (i) Los Angeles, (ii) portions of Northern California, (iii) the South Bay Counties in California, and (iv) Cincinnati-Dayton, Ohio. | | | | | |
| YOUNG AREA, LLC | Ohio (Columbus - Toledo) and Ohio Counties of Hocking, Vinto, Jackson, Meigs, Gallia and Lawrence<br><br>West Virginia Counties of Mason, Cabell, Putnam and Kanawha | 5656 Heathrow Drive | Powell | Ohio | 43065 | (614) 307-6782 |
| *Item 2 Disclosures:* | **Stephanie ~~R~~L. ~~Young~~Altenburger** has been ~~a Member and Manager~~Chief Executive Officer of Young Area, LLC since ~~its inception in September 2014. She is also a Member and Manager of various entities that operate Studios. Since June 2016, she has been an Area Representative for Namaste Nail Sanctuary in Woodland Hills, California. From July 2007 to January 2015, she was Director of Operations at Warner Massage Clinics in Columbus~~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. | | | | | |
| | ~~**Matthew H. Young** has been a Member of Young Area, LLC since its inception in September 2014. He is also a Member of various entities that operate Studios. Since July 2011, he has been the Director of Business Development at PCA Choice Pharmacy.~~ | | | | | |
| | ~~**Alan C. Young** has been a Member of Young Area, LLC since its inception in September 2014. He is also a Member of various entities that operate Studios.~~ | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
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| | ~~**Cynthia A. Young** has been a Member of Young Area, LLC since its inception in September 2014. He is also a Member of various entities that operate Studios. Since August 2003, Mrs. Young has been an X-Ray Technician at Ohio Orthopedic Center in Lancaster, Ohio.~~ | | | | | |
| **OKLAHOMA** | | | | | | |
| OKLAHOMA FITNESS PARTNERS LLC | Oklahoma (State) | 3900 Medical Parkway | Austin | Texas | 78756 | (813) 817-8645 |
| *Item 2 Disclosures:* | ~~**Terry Blachek**~~**Jeff Elmore** is the Authorized Representative for Oklahoma Fitness Partners, LLC. ~~Since December 2013, he~~He has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in ~~Austin~~Lafayette, Louisiana and Dallas, Texas since January 2024, which is the Area Representative, or parent company ~~for~~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. | | | | | |
| **OREGON** | | | | | | |
| OGBERRY, LLC | Oregon (State)<br>Washington (Clark County) | 900 Circle 75 Parkway Ste 860 | Atlanta | Georgia | 30339 | (404) 606-0267 |
| *Item 2 Disclosures:* | ~~**James E. Weeks, III** has been a Managing Member~~**Vincent Mariani** is the Authorized Representative of Ogberry, LLC ~~since June 2015~~. He has been the ~~Executive Chairman and~~ Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since ~~December 2014~~June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. ~~He has also served as the Executive Chairman of Legacy Franchise Concepts in Marietta, Georgia since February 2018~~From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York. | | | | | |
| **PENNSYLVANIA** | | | | | | |
| ~~OTF PHILADELPHIA, LLC~~ | ~~Pennsylvania (Berks, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery and Philadelphia counties~~<br><br>~~New Jersey - South (Burlington, Camden, Cumberland, Gloucester, Mercer and Salem counties)~~ | ~~3900 Medical Parkway~~ | ~~Austin~~ | ~~Texas~~ | ~~78756~~ | ~~(813) 817-8645~~ |
| ~~*Item 2 Disclosures:*~~ | ~~**Terry Blachek** is the Authorized Representative for OTF Philadelphia, LLC. Since December 2013, he has been the Chief Executive Officer of the Austin Fitness Group, LLC in Austin, Texas, which is the parent company for the Area Representatives for: (i) Arizona, (ii) Austin, (iii) San Antonio, (iv) Oklahoma, and (v) Philadelphia and Southern New Jersey.~~ | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| BMA MANAGEMENT, LLC | Pennsylvania (Central) | 556 Pine Valley Road | Marietta | Georgia | 30067 | (404) 606-0267 |
| *Item 2 Disclosures:* | ~~**James E. Weeks, III** has been an~~**Vincent Mariani** is the Authorized Representative of BMA Management, LLC~~ since April 2021~~. He has been the ~~Executive Chairman and~~ Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since ~~December 2014~~June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. ~~He has also served as the Executive Chairman of Legacy Franchise Concepts in Marietta, Georgia since February 2018~~From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York. | | | | | |
| TANGERINE A/R VENTURES, LLC | Pennsylvania (Westmoreland, Allegheny, Butler, Beaver and Washington counties) | 630 Chauvet Drive | Pittsburgh | Pennsylvania | 15275 | (412) 580-5713 |
| *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. | | | | | |
| **RHODE ISLAND** | | | | | | |
| See MASSACHUSETTS | Rhode Island (State) | | | | | |
| **SOUTH CAROLINA** | | | | | | |
| SOUTH CAROLINA AR HOLDINGS, LLC | South Carolina (except York, Chester, Lancaster and Chesterfield Counties) | 900 Circle 75 Parkway Ste 860 | Atlanta | Georgia | 30339 | (404) 606-0267 |
| *Item 2 Disclosures:* | ~~**James E. Weeks, III** has been an~~**Vincent Mariani** is the Authorized Representative of South Carolina AR Holdings, LLC~~ since June 2016~~. He has been the ~~Executive Chairman and~~ Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since ~~December 2014~~June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. ~~He has also served as the Executive Chairman of Legacy Franchise Concepts in Marietta, Georgia since February 2018~~From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York. | | | | | |
| See NORTH CAROLINA | South Carolina Counties of: York, Chester, Lancaster & Chesterfield | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
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| **SOUTH DAKOTA** | | | | | | |
| See NORTH DAKOTA | South Dakota (State) | | | | | |
| **TENNESSEE** | | | | | | |
| HH TN01-MS01 LLC | Tennessee (State) and Mississippi (Desoto County) | ~~120 Interstate N.~~900 Circle 75 Parkway ~~SE~~ Ste.~~308~~ 860 | Atlanta | GA | 30339 | (404)- 606-0267 |
| *Item 2 Disclosures:* | ~~**James E. Weeks, III** has been an~~**Vincent Mariani** is the Authorized Representative of HH TN01-MS01 LLC~~ since May 2022 and has been an Authorized Representative of South Carolina AR Holdings, LLC since June 2016~~. He has been the ~~Executive Chairman and~~ Chief Executive Officer of Honors Holdings, LLC in Marietta, Georgia since ~~December 2014~~June 2023, which is the parent company of the Area Representatives for (i) Georgia, (ii) portions of South Carolina, (iii) Oregon, (iv) portions of Washington, (v) portions of Massachusetts, (vi) Rhode Island, and (vii) Central Pennsylvania. ~~He has also served as the Executive Chairman of Legacy Franchise Concepts in Marietta, Georgia since February 2018~~From July 2019 to June 2023, he was the Chief Executive Officer of EbLens Clothing & Footwear, Inc. in Torrington, Connecticut. From June 2016 to June 2019, he was the Chief Merchandising & Marketing Officer for Vitamin World, Inc. in Melville, New York. | | | | | |
| **TEXAS** | | | | | | |
| AUSTIN FITNESS GROUP, LLC | Texas (Austin) | 3900 Medical Parkway | Austin | Texas | 78756 | (813) 817-8645 |
| *Item 2 Disclosures:* | ~~**Terry Blachek**~~**Jeff Elmore** has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in ~~Austin~~Lafayette, Louisiana and Dallas, Texas since ~~December 2013~~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. | | | | | |
| CJKM PARTNERS, LLC | Texas (Dallas) | 1614 S. Broadway Suite 100 | Carrollton | Texas | 75006 | (469) 682-4192 |
| *Item 2 Disclosures:* | **James H. Webb, Jr.** has been the Authorized Representative of CJKM Partners, LLC since November 2019 and the Managing Member of OTF Management - N. Texas, LLC since its inception in April 2013. He is also a Member of various entities that operate Studios. | | | | | |
| See NEW MEXICO | Texas (El Paso) | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| CJKM PARTNERS, LLC | Texas (Fort Worth) | 1614 S. Broadway Suite 100 | Carrollton | Texas | 75006 | (214) 688-8234 |
| *Item 2 Disclosures:* | **James H. Webb, Jr.** has been the Authorized Representative of CJKM Partners, LLC since November 2019 and the Managing Member of OTF Management - N. Texas, LLC since its inception in April 2013. He is also a Member of various entities that operate Studios. | | | | | |
| 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:* | **Jim Potesta** has been the Chief Executive Officer and owner of Afterburn Coaching LLC and Afterburn Coaching Tampa LLC since July 2013. He also serves as the Authorized Representative of Big Horns Enterprises, LLC (the Area Representative for most of Washington) since November 2021. | | | | | |
| AUSTIN FITNESS GROUP, LLC | Texas (San Antonio) | 3900 Medical Parkway | Austin | Texas | 78756 | (813) 817-8645 |
| *Item 2 Disclosures:* | ~~**Terry Blachek**~~**Jeff Elmore** has been the Interim Chief Executive Officer of the Austin Fitness Group, LLC in ~~Austin~~Lafayette, Louisiana and Dallas, Texas since ~~December 2013~~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. | | | | | |
| **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 | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| | 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. | | | | | |
| **WASHINGTON** | | | | | | |
| See OREGON | Washington (Clark County) | | | | | |
| 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:* | **Jim Potesta** has been the Chief Executive Officer and owner of Big Horns Enterprises, LLC since November 2021 and of Afterburn Coaching LLC and Afterburn Coaching Tampa LLC since July 2013. | | | | | |
| **WEST VIRGINIA** | | | | | | |
| See OHIO | West Virginia Counties of Mason, Cabell, Putnam and Kanawha | | | | | |
| **WISCONSIN** | | | | | | |

| Area Representative | Territory | Street Address | City | State | Zip | Telephone No. |
|---|---|---|---|---|---|---|
| OT WISCONSIN AR, LLC | Wisconsin (State) | 400 Meadow Village Circle, Ste. 421 | Chapel Hill | North Carolina | 27517 | (202) 210-0492 |
| *Item 2 Disclosures:* | ~~**Kristine Shifflette**~~**Matt Slaine** has been the Chief Executive Officer of OT Wisconsin AR, LLC since ~~December 2021. She~~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)~~ since June 2013~~, OT Iowa AR, LLC (the Area Representative for Iowa)~~ since November 2018~~, and OT Indiana AR, LLC (the Area Representative for portions of Indiana) since ~~November 2018. She is also a Member of various entities that operate Studios. She serves in her~~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 | Wyoming (except Jackson Hole) | | | | | |

**EXHIBIT G-1 TO THE DISCLOSURE DOCUMENT**

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**LIST OF CURRENT FRANCHISEES**

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## LIST OF CURRENT FRANCHISEES

### OPEN STUDIOS

The following is a list of Franchisees with open Studios as of December 31, ~~2022~~2023:

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0445 | 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 |
| 0364 | NICHEFITNESS6, LLC | 210 INVERNESS CORS | BIRMINGHAM | Alabama | 35242-3764 | (205) 991-9700 |
| 0563 | NICHEFITNESS7, LLC | 117 20TH ST S | BIRMINGHAM | Alabama | 35233-2019 | (205) 716-2111 |
| 0877 | GRIFFIT INC. | 6900 US HIGHWAY 90 | DAPHNE | Alabama | 36526-9575 | (251) 626-3767 |
| 0942 | COL 317, LLC | 100 APPLE AVE | DOTHAN | Alabama | 36303-6815 | (334) 232-8993 |
| ~~0211~~ | ~~NICHEFITNESS5, LLC~~ | ~~4441 CREEKSIDE AVE STE 141~~ | ~~HOOVER~~ | ~~Alabama~~ | ~~35244-5057~~ | ~~(205) 623-0202~~ |
| 0446 | ALABAMAFIT3, LLC | 930 BOB WALLACE AVE SW | HUNTSVILLE | Alabama | 35801-5644 | (256) 534-4344 |
| 0962 | ALABAMAFIT7, LLC | 8141 HIGHWAY 72 W | MADISON | Alabama | 35758-9563 | (256) 400-0070 |
| 0616 | GRIFFIT, INC. | 3664B AIRPORT BLVD | MOBILE | Alabama | 36608-1616 | (251) 340-7525 |
| 0365 | 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 |
| 0771 | NICHEFITNESS9, LLC | 1451 DR EDWARD HILLARD DR | TUSCALOOSA | Alabama | 35401-7448 | (205) 464-9776 |
| 0564 | ~~NICHEFITNESS4~~NICHEFITNESS8, LLC | 790 MONTGOMERY HWY | VESTAVIA HILLS | Alabama | 35216-1873 | (205) 823-5700 |
| 0669 | S&B ALASKA, LLC | 345 W 104TH AVE | ANCHORAGE | Alaska | 99515-2634 | (907) 519-0077 |
| 0115 | AZOTF2, LLC | 4850 S GILBERT RD | CHANDLER | Arizona | 85249-3215 | (480) 794-1055 |
| 0007 | DJL FIT, LLC | 900 N 54th Street Suite 2 | Chandler | Arizona | 85226 | (480) 686-9054 |
| 0010 | EPOC ENERGY LLC | 1900 W GERMANN RD | CHANDLER | Arizona | 85286-6838 | (480) 699-6115 |
| ~~0007~~ | ~~MAXIMUM FITNESS, WESTLAKE LLC~~ | ~~900 N 54th Street Suite 2~~ | ~~Chandler~~ | ~~Arizona~~ | ~~85226~~ | ~~(480) 686-9054~~ |
| 0908 | FLAGSTAFF FITNESS PARTNERS, LLC | 601 E PICCADILLY DR | FLAGSTAFF | Arizona | 86001-5966 | (928) 288-5300 |
| 0292 | EAST GILBERT FIT, LLC | 1440 S HIGLEY RD | GILBERT | Arizona | 85296-1599 | (480) 685-4950 |
| 0230 | GILBERT FIT, LLC | 1110 S GILBERT RD | GILBERT | Arizona | 85296-3466 | (480) 272-9400 |
| 0072 | ARROWHEAD OTF LLC | 17530 N 75TH AVE | GLENDALE | Arizona | 85308-6196 | (623) 266-9671 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0213 | FITNESS BY KAFORA AT LITCHFIELD PARK LLC | 783 S COTTON LN | GOODYEAR | Arizona | 85338-4646 | (623) 935-2222 |
| 1100 | ~~Litchfield Fitness Partners~~LITCHFIELD FITNESS PARTNERS, LLC | 14175 W INDIAN SCHOOL RD | GOODYEAR | Arizona | 85395-8409 | (623) 977-0025 |
| 0210 | EAST MESA FIT, LLC | 2836 N POWER RD | MESA | Arizona | 85215-1678 | (480) 634-6666 |
| 0020 | ~~OTF1,~~OTF 1, LLC | 3426 E BASELINE RD | MESA | Arizona | 85204-7293 | (480) 350-7750 |
| 0073 | LAKE PLEASANT OTF LLC | 25314 N LAKE PLEASANT PKWY | PEORIA | Arizona | 85383-1367 | (623) 566-1221 |
| 0248 | BORN READY LLC | 742 E GLENDALE AVE | PHOENIX | Arizona | 85020-5357 | (602) 749-1111 |
| 0025 | CITRUS FITNESS, LLC | 10810 N TATUM BLVD | PHOENIX | Arizona | 85028-6056 | (602) 493-2002 |
| 0030 | FIT READY LLC | 3923 E CAMELBACK RD | PHOENIX | Arizona | 85018-2609 | (602) 955-1798 |
| 0232 | FITNESS BY KAFORA AT DOWNTOWN, LLC | 50 W JEFFERSON ST | PHOENIX | Arizona | 85003-2331 | (602) 254-2929 |
| 0089 | FITNESS BY KAFORA AT MOON VALLEY, LLC | 753 EAST BELL RD | PHOENIX | Arizona | 85022-2685 | (602) 843-8808 |
| 0003 | FITNESS BY KAFORA AT SCOTTSDALE, LLC | 7000 E MAYO BLVD | PHOENIX | Arizona | 85054-6152 | (480) 473-5593 |
| 0638 | LIVEFIT3, LLC | 1928 E HIGHLAND AVE | PHOENIX | Arizona | 85016-4626 | (602) 277-5400 |
| 1093 | ~~Lucky 7th~~LUCKY 7TH LLC | 3350 N 7TH AVE | PHOENIX | Arizona | 85013-4184 | (602) 698-1714 |
| 0088 | NORTH VALLEY OTF, LLC | 2501 W HAPPY VALLEY RD | PHOENIX | Arizona | 85085-3713 | (602) 456-6900 |
| ~~0089~~ | ~~NORTH VALLEY OTF, LLC~~ | ~~753 EAST BELL RD~~ | ~~PHOENIX~~ | ~~Arizona~~ | ~~85022-2685~~ | ~~(602) 843-8808~~ |
| 0239 | SOUTH MOUNTAIN FITNESS PARTNERS, LLC | 2485 E BASELINE RD | PHOENIX | Arizona | 85042-7091 | (602) 362-6835 |
| 0878 | QUEEN CREEK FIT, LLC | 20715 E RITTENHOUSE RD | QUEEN CREEK | Arizona | 85142-9871 | (480) 646-3395 |
| 0409 | DESERT RIDGE OTF, LLC | 23757 N SCOTTSDALE RD | SCOTTSDALE | Arizona | 85255-3465 | (480) 447-4997 |
| 0080 | OLD TOWN SCOTTSDALE FITNESS PARTNERS, LLC | 7620 E INDIAN SCHOOL RD | SCOTTSDALE | Arizona | 85251-3610 | (480) 405-2683 |
| 0051 | ZEST FITNESS, LLC | 9301 E SHEA BLVD | SCOTTSDALE | Arizona | 85260-6735 | (480) 551-1111 |
| 0075 | ~~ZEST~~TANGELO FITNESS, LLC ~~AND/OR IT'S LLC ASSIGNER~~ | 7001 N SCOTTSDALE RD | South Scottsdale | Arizona | 85253-3658 | (480) 405-2737 |
| 0402 | FITNESS BY KAFORA AT SURPRISE LLC | 16846 W BELL RD | SURPRISE | Arizona | 85374-3052 | ~~(623) 556-894~~623-556-894 |
| 1293 | ~~North Tempe Fitness Partners~~NORTH TEMPE FITNESS PARTNERS, LLC | 116 E UNIVERSITY DR | TEMPE | Arizona | 85281-7099 | (480) 531-6830 |
| 0079 | TEMPE FITNESS PARTNERS, LLC | 1855 E GUADALUPE RD | TEMPE | Arizona | 85283-3273 | (480) 300-5683 |
| 0293 | TUCSON FIT 1, LLC | 7057 N ORACLE RD | TUCSON | Arizona | 85704-4329 | (520) 838-0066 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0294 | TUCSON FIT 2, LLC | 5575 E RIVER RD | TUCSON | Arizona | 85750-6737 | (520) 777-3221 |
| 0855 | TUCSON FIT 3, LLC | 6307 E BROADWAY BLVD | TUCSON | Arizona | 85710-3502 | (520) 265-5222 |
| 0856 | 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 |
| 1431 | AR HIIT, LLC | 1201 S WALTON BLVD | BENTONVILLE | Arkansas | 72712-7880 | (479) 364-0347 |
| 1146 | AR HIIT, LLC | 7357 ALCOA RD | BRYANT | Arkansas | 72022-6204 | (501) 626-8951 |
| 0996 | 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 | AR HIIT~~,~~ LLC | 2110 FAIR PARK BLVD | JONESBORO | Arkansas | 72401-6330 | (870) 277-0333 |
| 0404 | AR HIIT~~,~~ LLC | 16900 CHENAL PKWY | LITTLE ROCK | Arkansas | 72223-4008 | (501) 817-3166 |
| 0695 | AR HIIT, LLC | 6831 CANTRELL RD | LITTLE ROCK | Arkansas | 72207-4134 | (800) 203-2776 |
| 0997 | AR HIIT, LLC | 4832 N HILLS BLVD | NORTH LITTLE ROCK | Arkansas | 72116-7621 | (501) 404-7505 |
| 0826 | AR HIIT, LLC | 5100 W PAULINE WHITAKER PKWY | ROGERS | Arkansas | 72758-8335 | (888) 723-7090 |
| 0377 | SFFIT ALA, LLC | 2610 5TH ST | ALAMEDA | California | 94501-6554 | (510) 927-4414 |
| 0453 | TKVI, LLC | 170 ALAMO PLZ | ALAMO | California | 94507-1507 | (925) 378-5610 |
| 0101 | 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 | (~~555~~661) ~~555-5555~~546-6001 |
| 0666 | SFFIT BRK, LLC | 2475 SHATTUCK AVE | BERKELEY | California | 94704-2030 | (510) 849-6404 |
| 0251 | OCFIT NC~~,~~ LLC | 3461 E IMPERIAL HWY | BREA | California | 92823-6388 | (714) 510-5100 |
| 0411 | ROCK STAR FITNESS LLC | 2565 SAND CREEK RD | BRENTWOOD | California | 94513-7191 | (925) 392-3923 |
| 0307 | WCF ~~WEST LA~~BURBANK LLC | 139 N SAN FERNANDO BLVD | BURBANK | California | 91502-1208 | (818) 405-0009 |
| 0413 | LA BIRER GROUP, INC. | 5741 KANAN RD | CALABASAS | California | 91301-1601 | (818) 991-1020 |
| 0555 | SOCALFIT, LLC | 1656A ARNEILL RD | CAMARILLO | California | 93010-3402 | (805) 764-1515 |
| 0123 | CAMPBELL FITNESS, LLC | 1725 S BASCOM AVE | CAMPBELL | California | 95008-0623 | (408) 684-8662 |
| 0519 | CAPITOLA FITNESS LLC | 1501 41ST AVE | CAPITOLA | California | 95010-2909 | (831) 359-4227 |
| 0117 | SD FIT5 LLC | 1820 MARRON RD | CARLSBAD | California | 92008-1177 | (760) 517-9090 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 1372 | ~~The Capital of Cali Fitness,~~THE CAPITAL OF CALI FITNESS LLC | 4005 MANZANITA AVE | CARMICHAEL | California | 95608-1770 | (916) 525-8333 |
| 1255 | TFP CALIFORNIA ~~FITNESS~~ PARTNERS VI, LLC ~~- 1255~~ | 3642 VILLAGE DR | CASTRO VALLEY | California | 94546-5605 | (510) 244-1070 |
| 0180 | TRISTAR FITNESS II, LLC | ~~9201~~9229 WINNETKA AVE | CHATSWORTH | California | 91311-8168 | (818) 956-0005 |
| 0758 | JSA FIT 1, LP | 874 EAST AVE | CHICO | California | 95926-1220 | (530) 722-4000 |
| 0363 | LNC FITNESS, LLC | 4525 CHINO HILLS PKWY | CHINO HILLS | California | 91709-5856 | (909) 906-1771 |
| 0952 | SD FIT8, LLC | 2015 BIRCH RD | CHULA VISTA | California | 91915-2014 | (619) 642-2400 |
| 0550 | HIBI FITNESS MANAGEMENT ~~I~~II, LLC | 2213 E BASELINE RD | CLAREMONT | California | 91711-7904 | (909) 929-1275 |
| 0466 | FRESH SQUEEZE FITNESS, LLC | 1785 HERNDON AVE STE 103 | CLOVIS | California | 93611-6198 | (559) 271-6900 |
| 0983 | SANTARA DALY CITY, ~~-~~ LLC | 51 COLMA BLVD | COLMA | California | 94014-3231 | (650) 389-9988 |
| 0412 | ROCK STAR ENTERPRISES LLC | 5100 CLAYTON RD | CONCORD | California | 94521-3164 | (925) 304-6556 |
| 0469 | INLAND FITNESS CORONA, INC. | 2540 TUSCANY ST | CORONA | California | 92881-4649 | (951) 683-9662 |
| 0500 | OCFIT CDM, LLC | 3021 PACIFIC COAST HWY | CORONA DEL MAR | California | 92625-2234 | (949) 491-8700 |
| 0477 | WCF CULVER CITY LLC | 8770 WASHINGTON BLVD | CULVER CITY | California | 90232-2390 | (424) 666-2525 |
| 0216 | 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 |
| 0376 | 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 |
| 0279 | LECLAIR FITNESS III, LLC | 4356 TOWN CENTER BLVD | EL DORADO HILLS | California | 95762-7122 | (916) 758-2212 |
| 0085 | OTF MB, LLC | 2041 ROSECRANS AVE | EL SEGUNDO | California | 90245-4707 | (310) 400-5662 |
| 0357 | STANSBEFIT, LLC | 9610 BRUCEVILLE RD | ELK GROVE | California | 95757-5935 | (916) 226-2683 |
| 0102 | SFFIT EMV, LLC | 5959 SHELLMOUND ST | EMERYVILLE | California | 94608-1989 | (510) 560-4565 |
| 0091 | OTF-SD1 LLC | 215 S EL CAMINO REAL | ENCINITAS | California | 92024-4144 | (760) 297-4545 |
| 0957 | SAC IT TO ME BASSEL LLC | 8921 MADISON AVE | FAIR OAKS | California | 95628-4070 | (916) 436-7003 |
| 0278 | LECLAIR FITNESS II, LLC | 230 PALLADIO PKWY | FOLSOM | California | 95630-8785 | (916) 790-6810 |
| 0677 | MJD LLC | 27482 PORTOLA PKWY | FOOTHILL RANCH | California | 92610-2815 | (949) 899-8181 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0562 | KOMA VENTURES IV, LLC | 983 E HILLSDALE BLVD | FOSTER CITY | California | 94404-2112 | (650) 293-0929 |
| 0703 | TFP CALIFORNIA FITNESS PARTNERS III, LLC. | 46505 MISSION BLVD | FREMONT | California | 94539-7993 | (510) 735-0650 |
| 0704 | TFP CALIFORNIA FITNESS PARTNERS IV, LLC. | 37140 FREMONT BLVD | FREMONT | California | 94536-3820 | (510) 736-5646 |
| 0842 | SUNNY SIDE FITNESS, LLC | 7735 N BLACKSTONE AVE | FRESNO | California | 93720-4314 | (559) 326-9255 |
| 1128 | ~~After Burn~~AFTER BURN, LLC | 1415 1ST ST | GILROY | California | 95020 | (408) 430-2226 |
| 0183 | FITNESS FANATICS LOS FELIZ LLC | 101 N BRAND BLVD | GLENDALE | California | 91203-4626 | (818) 398-7155 |
| 0551 | HIBI FITNESS MANAGEMENT III, LLC | 651 S GRAND AVE | GLENDORA | California | 91740-4183 | (626) 804-1655 |
| 0549 | CENTRAL COAST FITNESS SOLUTIONS LLC | 5700 CALLE REAL | GOLETA | California | 93117-2316 | (805) 699-5551 |
| 0392 | FITROCK, LLC | 230 BON AIR CTR | GREENBRAE | California | 94904-2416 | (415) 481-0876 |
| 0702 | TFP CALIFORNIA FITNESS PARTNERS II, LLC. | 28541 HESPERIAN BLVD | HAYWARD | California | 94545-5008 | (510) 244-1355 |
| 0099 | OCFIT HBR LLC | 10036 ADAMS AVE | HUNTINGTON BEACH | California | 92646-4905 | (714) 489-8800 |
| 0953 | OCFIT HBT LLC | 7881 EDINGER AVE | HUNTINGTON BEACH | California | 92647-7639 | 714-7880-2350 |
| 0103 | OCFIT IRV LLC | 5675 ALTON PKWY | IRVINE | California | 92618-4059 | (949) 439-2633 |
| 1072 | ~~MIGA~~MEGA DESERT CONSULTANTS, LLC AND~~/~~ OR ITS LLC ASSIGNEE~~ #1072~~ | 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 |
| ~~0112~~ | ~~SDFIT LJA LLC~~ | ~~7734 GIRARD AVE~~ | ~~LA JOLLA~~ | ~~California~~ | ~~92037-4446~~ | ~~(858) 551-8750~~ |
| 0118 | SD FIT4 LLC | 8322 PARKWAY DR | LA MESA | California | 91942-2893 | (619) 916-5999 |
| 0503 | KOMA VENTURES III, LLC | 3517 MT DIABLO BLVD | LAFAYETTE | California | 94549-3813 | (925) 299-9800 |
| 0044 | OCFIT LN, LLC | 24034 ALISO CREEK RD | LAGUNA NIGUEL | California | 92677-3910 | (949) 667-9999 |
| 0457 | TKV2, LLC | 1518 1ST ST | LIVERMORE | California | 94550-4302 | (925) 621-0987 |
| 0252 | OCFIT LB, LLC | 6620 E PACIFIC COAST HWY | LONG BEACH | California | 90803-4208 | (562) 475-4788 |
| 0501 | OCFIT LBX LLC | 3850 WORSHAM AVE | LONG BEACH | California | 90808-1954 | (562) 731-0077 |
| 0522 | CENTURY CITY FITNESS LLC | 10250 SANTA MONICA BLVD | LOS ANGELES | California | 90067-6494 | (310) 405-0009 |
| 0630 | FITNESS FANATICS DOWNTOWN LA, LLC | 515 S FIGUEROA ST | LOS ANGELES | California | 90071-3301 | (213) 279-2900 |
| 1063 | REDONDO FITNESS~~ AND/OR ITS~~, LLC ~~ASSIGNEE~~ | 687 S HOBART BLVD | LOS ANGELES | California | 90005-4223 | (213) 943-3007 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 1123 | ~~Southpark Fit~~SOUTHPARK FIT, LLC | 1120 S GRAND AVE | LOS ANGELES | California | 90015-4677 | (213) 483-0800 |
| 0120 | 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 |
| 0476 | WCF MELROSE CROSSING, LLC | 640 N LA BREA AVE | LOS ANGELES | California | 90036-2014 | (323) 450-2200 |
| 0354 | MKS PARTNERS THREE, LLC | 16250 LOS GATOS BLVD | LOS GATOS | California | 95032-4518 | (408) 384-4220 |
| 0479 | WCF ~~WILSHIRE,~~MARINA DEL REY LLC | 4250 VIA MARINA | MARINA DEL REY | California | 90292-7557 | (424) 226-9400 |
| 0699 | B.P.S. PARTNERS LLC | 750 REDWOOD HWY FRONTAGE RD | MILL VALLEY | California | 94941-2483 | (415) 433-1200 |
| 0928 | KAM FITNESS, LLC | 1317 MCCANDLESS DR | MILPITAS | California | 95035-8123 | (408) 834-8143 |
| 0157 | 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 |
| 0253 | OCFIT ~~DP,~~NC LLC | 24040 CAMINO DEL AVION | MONARCH BEACH | California | 92629-4005 | (949) 617-2717 |
| 0432 | LITTLE ROW FITNESS, LLC | 50 E 3RD ST | MORGAN HILL | California | 95037-3893 | (408) 762-5858 |
| 0475 | ~~MKS PARTNERS FOUR,~~WCF MOUNTAIN VIEW LLC | 555 SAN ANTONIO RD | MOUNTAIN VIEW | California | 94040-1371 | (650) 810-2008 |
| 0850 | WINDSOR 3G, LLC | 3270 CALIFORNIA BLVD | NAPA | California | 94558-3380 | (707) 345-1560 |
| 0403 | MLR ~~Fitness~~FITNESS LLC | 1714 NEWBURY RD | NEWBURY PARK | California | 91320-3473 | (805) 764-1010 |
| 0043 | OTF NB, LLC | 1040 IRVINE AVE | NEWPORT BEACH | California | 92660-4602 | (949) 630-0555 |
| 0714 | B.P.S. PARTNERS II, LLC | 975 DIABLO AVE | NOATO | California | 94947-7322 | (415) 761-1119 |
| 1447 | WCF ~~North Hollywood~~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 |
| 0287 | OCFIT ~~ORA~~ORS 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 |
| 0548 | 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 |
| 0215 | MKS PARTNERS ONE, LLC | 2190 W BAYSHORE RD | PALO ALTO | California | 94303-1835 | (650) 328-1550 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0168 | INLAND FITNESS CA, LLC | 2091 E COLORADO BLVD | PASADENA | California | 91107-3507 | (626) 788-9755 |
| 0388 | DYER ENTERPRISES II, LLC | 401 KENILWORTH DR | PETALUMA | California | 94952-3402 | (707) 345-1160 |
| 0807 | SANTARA PINOLE, LLC | 1400 PINOLE VALLEY RD | PINOLE | California | 94564-1338 | (510) 777-0600 |
| 0736 | WCF PLAYA VISTA LLC | 12746 W JEFFERSON BLVD | PLAYA VISTA | California | 90094-2885 | (213) 279-2006 |
| 0065 | SFFIT PHL, LLC | 963 CONTRA COSTA BLVD | PLEASANT HILL | California | 94523-1945 | (925) 400-9389 |
| 0200 | SFFIT PTN, LLC | 3020 BERNAL AVE | PLEASANTON | California | 94566-6986 | (925) 401-7399 |
| 0092 | SD FIT LLC | 12207 POWAY RD | POWAY | California | 92064-4217 | (858) 999-3004 |
| 0421 | WAKEGA GROUP, LLC | 12273 HIGHLAND AVE | RANCHO CUCAMONGA | California | 91739-2575 | (909) 922-2988 |
| 0149 | DIAL FITNESS, LLC | 22401 ANTONIO PKWY,, STE.D200 | RANCHO SANTA MARGARITA | California | 92688-3954 | (949) 424-8884 |
| 0759 | JSA FIT 1, ~~LP~~LLC | 1675 HILLTOP DR | REDDING | California | 96002-0255 | (530) 782-5000 |
| 0984 | HIBI FITNESS MANAGEMENT I LLC | 450 W STUART AVE | REDLANDS | California | 92374-3124 | (909) 654-4087 |
| 0735 | REDONDO FITNESS, LLC | 409 N PACIFIC COAST HWY | REDONDO BEACH | California | 90277-2873 | (424) 400-7433 |
| 0975 | ALL OUT FITNESS, LLC | 322 WOODSIDE PLZ | REDWOOD CITY | California | 94061-3259 | (650) 817-7050 |
| 0395 | G&K FITNESS, LLC | 236 REDWOOD SHORES PKWY | REDWOOD CITY | California | 94065-1100 | (650) 562-6577 |
| 0792 | JK VENTURES I, LLC | 600 RALEYS TOWNE CTR | ROHNERT PARK | California | 94928-2455 | (707) 343-8004 |
| 0465 | BASSEL ROCK LLC | 711 PLEASANT GROVE BLVD | ROSEVILLE | California | 95678-6161 | (916) 245-9005 |
| 0150 | CAL FIT STUDIO, LLC | 2030 DOUGLAS BLVD | ROSEVILLE | California | 95661-3857 | (916) 771-4683 |
| 0235 | 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 |
| 0280 | LECLAIR FITNESS IV, LLC | 2901 K ST | SACRAMENTO | California | 95816-5123 | (916) 836-8383 |
| 0153 | CALISEA LLC | 802 AVENIDA PICO | SAN CLEMENTE | California | 92673-5637 | (949) 485-4885 |
| 0093 | OTF-SD LLC | 3980 W POINT LOMA BLVD | SAN DIEGO | California | 92110-5601 | (858) 216-2020 |
| ~~0116~~ | ~~SD FIT 3, LLC~~ | ~~2665 5TH AVE~~ | ~~SAN DIEGO~~ | ~~California~~ | ~~92103-6646~~ | ~~(619) 363-4040~~ |
| 0526 | SD FIT 6 LLC | 16445 PASEO DEL SUR | SAN DIEGO | California | 92127-4211 | (858) 257-1777 |
| 0094 | SD FIT2 LLC | 11155 E OCEAN AIR DR | SAN DIEGO | California | 92130-6670 | (858) 207-3131 |

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|---|---|---|---|---|---|---|
| 0116 | SD FIT3 LLC | 2665 5TH AVE | SAN DIEGO | California | 92103-6646 | (619) 363-4040 |
| 1459 | SD FIT9 LLC | 1130 F ST | SAN DIEGO | California | 92101-6549 | (619) 678-0071 |
| 0113 | SDFIT ~~LJA~~MVY LLC | 8960 UNIVERSITY CENTER LN | SAN DIEGO | California | 92122-1085 | (858) 248-8444 |
| 1460 | SDFIT PCB LLC | 1762 Garnet Ave | San Diego | California | 92109-3350 | (619) 573-9607 |
| 0114 | SDFIT UTC LLC | 7510 HAZARD CENTER DR | SAN DIEGO | California | 92108-4525 | (858) 248-8444 |
| 0454 | SFFIT FD LLC | 343 SANSOME ST | SAN FRANCISCO | California | 94104-1341 | (415) 569-2050 |
| 0455 | SFFIT MB LLC | 215 KING ST | SAN FRANCISCO | California | 94107-1754 | (415) 569-2051 |
| 0456 | 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 |
| 0934 | DTSJ FITNESS SOUTH, LLC | 111 W SAINT JOHN ST | SAN JOSE | California | 95113-1103 | (408) 912-2886 |
| 0429 | MS. FITNESS LLC | 551 W CAPITOL EXPY | SAN JOSE | California | 95136-3914 | (408) 680-2058 |
| 0434 | SAN PEDRO SQUARE FITNESS, LLC | 1360 THE ALAMEDA | SAN JOSE | California | 95126-5003 | (408) 912-1992 |
| 0811 | SILVER CREEK FITNESS INC. | 5687 SILVER CREEK VALLEY RD | SAN JOSE | California | 95138-2426 | (408) 495-4180 |
| 0111 | WCF BLOSSOM HILL LLC | 1080 BLOSSOM HILL RD | SAN JOSE | California | 95123-1106 | (408) 550-7004 |
| 0122 | WILLOW GLEN FITNESS LLC | 1331 LINCOLN AVE | SAN JOSE | California | 95125-3022 | (408) 297-2425 |
| 0701 | TFP CALIFORNIA FITNESS PARTNERS I, LLC. | 1252 FAIRMONT DR | SAN LEANDRO | California | 94578-3508 | (510) 736-5683 |
| 0843 | 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 |
| 0209 | KOMA VENTURES I, LLC | 101 S B ST | SAN MATEO | California | 94401-3908 | (650) 487-0404 |
| 0891 | TKV3, LLC | 2415 SAN RAMON VALLEY BLVD | SAN RAMON | California | 94583-1651 | (925) 905-9977 |
| 1071 | THE FITNESS ~~SOLUTION~~SOULTION, LLC | 651 PASEO NUEVO | SANTA BARBARA | California | 93101-3391 | (805) 329-4100 |
| 0520 | ~~CAPITOLA~~SANTA CLARA FITNESS ~~AND/OR ITS~~ LLC ~~ASSIGNEE~~ | 3555 MONROE ST | SANTA CLARA | California | 95051-7817 | (408) 457-8989 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0521 | WCF MISSION PARK LLC | 2020 WYATT DR | SANTA CLARA | California | 95054-1548 | (408) 550-7002 |
| 1062 | WCF ~~Valley Fair~~VALLEY FAIR LLC | 2855 STEVENS CREEK BLVD | SANTA CLARA | California | 95050-6709 | (408) 898-1312 |
| 0362 | CALIFORNIA FITNESS I, LLC | 25914 MCBEAN PKWY | SANTA CLARITA | California | 91355-2006 | (661) 505-9860 |
| 0086 | OTF SM, LLC | 1431 2ND ST | SANTA MONICA | California | 90401-2341 | (310) 730-1399 |
| 0387 | DYER ENTERPRISES I, LLC | 733 CODDINGTOWN CTR | SANTA ROSA | California | 95401-3510 | (707) 331-1270 |
| 0478 | WCF SHERMAN OAKS LLC | 14006 RIVERSIDE DR | SHERMAN OAKS | California | 91423-1945 | (818) 405-0001 |
| 0887 | CALIFORNIA FITNESSS 2, LLC | 2975 COCHRAN ST | SIMI VALLEY | California | 93065-2792 | (805) 864-2626 |
| 0527 | SD FIT7 LLC | 667 SAN RODOLFO DR | SOLANA BEACH | California | 92075-2048 | (858) 275-6200 |
| 1266 | ~~KOMA VENTURES VII,~~WCF SOUTH SAN FRANCISCO 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 |
| 0431 | ROW-LIT FITNESS, LLC | 155 S FRANCES ST | SUNNYVALE | California | 94086 | (408) 508-6724 |
| 0397 | TIDEWATERS, LLC | 32435 TEMECULA PKWY | TEMECULA | California | 92592-5912 | (951) 395-5415 |
| 0184 | FITNESS FANATICS REDONDO BEACH LLC | 3730 PACIFIC COAST HWY | TORRANCE | California | 90505-6085 | (310) 948-3845 |
| 0909 | CALIFORNIA FITNESS 3, LLC | 1855 W 11TH ST | TRACY | California | 95376-3727 | (209) 407-4084 |
| 0100 | OCFIT TUS LLC | 2865 EL CAMINO REAL | TUSTIN | California | 92782-8904 | (949) 864-6264 |
| 0917 | TANNER FITNESS VACAVILLE LLC | 2080 HARBISON DR | VACAVILLE | California | 95687-3908 | (707) 474-8844 |
| 0889 | 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 |
| 0356 | KOMA VENTURES II, LLC | 1531 LOCUST ST | WALNUT CREEK | California | 94596-4116 | (925) 278-6313 |
| 0179 | TRISTAR FITNESS, LLC | 3755 E THOUSAND OAKS BLVD | WESTLAKE VILLAGE | California | 91362-3607 | (805) 715-3800 |
| 0414 | LA BIRER GROUP, INC. AND/OR ITS CORPORATE ASSIGNEE | 21841 VENTURA BLVD | WOODLAND HILLS | California | 91364-1838 | (818) 805-0900 |
| 0561 | FIT IN ANYWHERE, LLC | 8031 WADSWORTH BLVD | ARVADA | Colorado | 80003-1639 | (303) 647-1515 |
| 0029 | MEADOW INC. | 6554 S PARKER RD | AURORA | Colorado | 80016-4737 | (303) 645-4290 |
| 0517 | OTF AURORA, LLC | 4211 S BUCKLEY RD | AURORA | Colorado | 80013-2947 | (303) 645-4292 |
| 1050 | TEAM ~~MGW~~MW LLC | 24300 E SMOKY HILL RD | AURORA | Colorado | 80016-1360 | (303) 548-5080 |
| 0174 | WSH BOULDER 29th, LLC | 1850 29TH ST | BOULDER | Colorado | 80301-1063 | (303) 530-9663 |

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|---|---|---|---|---|---|---|
| 1312 | WSH ~~South Boulder~~SOUTH BOULDER, LLC | 649A S BROADWAY ST | BOULDER | Colorado | 80305-5926 | (720) 893-0809 |
| 0071 | OTF BROOMFIELD, INC. | 1285 E 1ST AVE | BROOMFIELD | Colorado | 80020-3765 | (303) 469-4019 |
| 0504 | DR CASTLE ROCK, LLC | 3990 LIMELIGHT AVE | CASTLE ROCK | Colorado | 80109-8036 | (303) 747-4003 |
| 0042 | OTF DENVER, LLC | 6860 S UNIVERSITY BLVD | CENTENNIAL | Colorado | 80122-1515 | (303) 741-2247 |
| 0164 | CIRCLE ONE NINE, LLC | 5990 STETSON HILLS BLVD | COLORADO SPRINGS | Colorado | 80923-3567 | (719) 632-3777 |
| 0502 | 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~~BROADMOOR, LLC | 104 E CHEYENNE RD STE 120 | Colorado Springs | Colorado | 80906-2517 | (720) 386-5817 |
| 0129 | DR FITNESS LLC | 1400 WEWATTA ST | DENVER | Colorado | 80202-5551 | (303) 573-3925 |
| 0019 | DR HOLDINGS, LLC | 3300 W 32ND AVE | DENVER | Colorado | 80211-3116 | (720) 409-9509 |
| 0041 | GG2G~~,~~ LLC | 5010 E HAMPDEN AVE | DENVER | Colorado | 80222-7329 | (303) 757-8888 |
| 0037 | WASHINGTON PARK WSH, LLC | 999 S LOGAN ST | DENVER | Colorado | 80209-5801 | (303) 722-0544 |
| ~~1235~~ | ~~WSH CHERRY CREEK, LLC - 1235~~ | ~~2780 E 2ND AVE~~ | ~~DENVER~~ | ~~Colorado~~ | ~~80206-4808~~ | ~~(720) 767-1557~~ |
| 0559 | WSH DENVER UPTOWN, LLC | 450 E 17TH AVE | DENVER | Colorado | 80203-1254 | (720) 485-4518 |
| 0558 | WSH DTC, LLC | 6770 E CHENANGO AVE | DENVER | Colorado | 80237-3147 | (720) 504-1015 |
| 0063 | WSH LOWRY, LLC | 200 QUEBEC ST | DENVER | Colorado | 80230-7144 | (303) 366-3311 |
| 0249 | 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 |
| 0173 | WSH FT. COLLINS DRAKE, LLC | 2261 E DRAKE RD | FORT COLLINS | Colorado | 80525-1999 | (970) 632-2020 |
| 1051 | WSH ~~Ft. Collins Harmony~~FT. COLLINS HARMONY, LLC | 250 E HARMONY RD | FORT COLLINS | Colorado | 80525-3296 | (954) 873-7262 |
| 0040 | OTF COLORADO BOULEVARD, LLC | 760 S COLORADO BLVD | GLENDALE | Colorado | 80246-1900 | (303) 996-8854 |
| 1504 | WSH GREELEY LLC | 4111 CENTERPLACE DR | GREELEY | Colorado | 80634 | (970) 400-1579 |
| 0009 | WSH HIGHLANDS RANCH, LLC | 9559 S UNIVERSITY BLVD | HIGHLANDS RANCH | Colorado | 80126-7805 | (303) 683-3312 |
| 0250 | WSH WEST HIGHLANDS RANCH, LLC | 1493 PARK CENTRAL DR | HIGHLANDS RANCH | Colorado | 80129-2756 | (720) 996-0461 |
| 0536 | LVFIT, LLC | 1455 COAL CREEK DR | LAFAYETTE | Colorado | 80026-2785 | (720) 613-8818 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0535 | BMFIT LLC | 7700 W VIRGINIA AVE | LAKEWOOD | Colorado | 80226-3144 | (720) 402-3888 |
| 0052 | N2 FITNESS LLC | 8555 W BELLEVIEW AVE | LITTLETON | Colorado | 80123-2196 | (303) 979-6878 |
| 1115 | WSH ~~Lone Tree~~LONE TREE, LLC | 9090 SKY RIDGE AVE | LONE TREE | Colorado | 80124-5716 | (970) 829-0081 |
| 0074 | FIT IN PARKER LLC | 17051 LINCOLN AVE | PARKER | Colorado | 80134-3147 | (720) 636-8606 |
| 1362 | ~~Fit In Pine Bluffs~~FIT IN PINE BLUFFS LLC | 12227 PINE BLUFFS WAY | PARKER | Colorado | 80134-4487 | (720) 600-4711 |
| 0557 | WSH THORNTON, LLC | 4243 E 136TH AVE | THORNTON | Colorado | 80602-6916 | (720) 929-1649 |
| 0214 | 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 |
| 0808 | ~~TL~~DMS CT FITNESS 1, LLC | 7 EAGLE RD | DANBURY | Connecticut | 06810-4125 | (203) 409-2020 |
| 0872 | VO2 MAX TWO, LLC | 364 BOSTON POST RD | DARIEN | Connecticut | 06820 | (203) 309-1669 |
| 0258 | EMPIRE FAIRFIELD LLC | 525 TUNXIS HILL CUT OFF | FAIRFIELD | Connecticut | 06825-4447 | (203) 883-8220 |
| 0623 | 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 |
| 0873 | HAMDEN FIT LLC | 2335 DIXWELL AVE | HAMDEN | Connecticut | 06514-2100 | (203) 764-2211 |
| 0624 | M2 AVON LLC. | 1500 PLEASANT VALLEY RD | MANCHESTER | Connecticut | 06042-8759 | (860) 438-6390 |
| 0871 | 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 |
| 0682 | EMPIRE NORWALK LLC | 205 MAIN ST | NORWALK | Connecticut | 06851-3530 | (203) 883-6070 |
| 0810 | ~~TL~~DMS CT FITNESS ~~3,~~2 LLC | 1 ETHAN ALLEN HWY | RIDGEFIELD | Connecticut | 06877-6233 | (203) 617-1701 |
| 0199 | 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 | ~~(203) 783-4300~~0279-12-08 |
| 0064 | VO2 MAX STAMFORD, LLC | 1101 HIGH RIDGE RD | STAMFORD | Connecticut | 06905-1203 | (203) 883-9518 |
| 0622 | M2 WEST HARTFORD LLC | 345 N MAIN ST | WEST HARTFORD | Connecticut | 06117-2515 | (860) 288-5501 |
| 0448 | 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~~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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| ~~1066~~ | ~~ALPHA FITNESS CHRISTIANA LLC~~ | ~~3136 FASHION CENTER BLVD~~ | ~~NEWARK~~ | ~~Delaware~~ | ~~19702-3246~~ | ~~(302) 691-9949~~ |
| 0965 | ALPHA FITNESS NEWARK LLC | 230 E MAIN ST | NEWARK | Delaware | 19711-4562 | (302) 273-8301 |
| 0665 | ALPHA FITNESS PILOT LLC | 4120 CONCORD PIKE | TALLEYVILLE | Delaware | 19803-5401 | (302) 449-9448 |
| 0779 | 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 |
| 1101 | HH FITNESS THOMAS CIRCLE, LLC | 1101 14TH ST NW | WASHINGTON | District of Columbia | 20005-5601 | (202) 919-5500 |
| 0943 | JKOLA DC FITNESS, LLC | 1925 14TH STREET NW | WASHINGTON | District of Columbia | 20009 | (202) 869-1700 |
| 1094 | LZNF ~~Ventures~~VENTURES LLC | 609 H ST NE | WASHINGTON | District of Columbia | 20002-4347 | (202) 991-5898 |
| 1158 | ~~Mammoth Fitness~~MAMMOTH FITNESS DC 2, LLC | 3412 CONNECTICUT AVE NW | WASHINGTON | District of Columbia | 20008-1306 | (202) 545-7811 |
| 0903 | MAMMOTH FITNESS DC, LLC | 4600 WISCONSIN AVE NW | WASHINGTON | District of Columbia | 20016-4673 | (202) 516-8147 |
| 0694 | MDMS CAPITAL DC1 LLC | 82 I ST SE | WASHINGTON | District of Columbia | 20003-8200 | (540) 842-2411 |
| 1262 | MDMS CAPITAL DC2~~, L.L.C.~~ LLC | 798 MAINE AVE SW | WASHINGTON | District of Columbia | 20024-2495 | (202) 227-2794 |
| 0437 | S & W FITNESS ENTERPRISE, LLC | 425 I ST NW | WASHINGTON | District of Columbia | 20001-2542 | (202) 469-1035 |
| 0861 | NASH FITNESS APOPKA, LLC | 3030 E SEMORAN BLVD, STE 252 | Apopka | Florida | 32703-5953 | (407) 618-8500 |
| 0015 | FIT AVENTURA, LLC | 18839 BISCAYNE BLVD | AVENTURA | Florida | 33180-3397 | (305) 400-0544 |
| 0048 | ~~OTPPC2~~OTPBC2, LLC | 395 N CONGRESS AVE | BOYNTON BEACH | Florida | 33426-3415 | (561) 734-6777 |
| 0255 | ~~LAKEWOOD RANCH FITNESS EXPRESS "~~WELLCOMM LWR, LLC~~"~~ | 5496 LENA RD | BRADENTON | Florida | 34211 | (941) 444-2442 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| ~~0195~~ 1570 | ~~BRANDON COACHING,~~BRICKELL ELITE ATHLETICS LLC | ~~2052 BADLANDS DR~~800 Brickell Ave Suite 202 | ~~BRANDON~~Brickell | Florida | ~~33511-2808~~33131-2974 | (~~813~~786) ~~774-3800~~558-4422 |
| 0284 | CAPE CORAL COACHING LLC | 2311 SANTA BARBARA BLVD | CAPE CORAL | Florida | 33991-4394 | (239) 218-4644 |
| 0598 | FLORIDA FITNESS ~~WORKS3,~~WORKS 3, LLC | 49 BLAKE BLVD | CELEBRATION | Florida | 34747-5415 | (407) 613-2161 |
| 0134 | DREAM FITNESS, LLC | 25853 US 19 N | CLEARWATER | Florida | 33763-2034 | (727) 288-9897 |
| 0599 | FLORIDA FITNESS ~~WORKS 4~~WORKS4, LLC | 13900 COUNTY ROAD 455 | CLERMONT | Florida | 34711-9052 | (407) 910-2333 |
| 0286 | COCONUT CREEK FITNESS PARTNERS, INC. | 4449 LYONS RD | COCONUT CREEK | Florida | 33073-4389 | (954) 510-9400 |
| 0172 | NEC FITNESS, LLC | 5874 S FLAMINGO RD | COOPER CITY | Florida | 33330-3238 | (954) 434-6244 |
| 0106 | CORAL SPRINGS FITNESS PARTNERS, INC. | 1308 CORAL RIDGE DR | CORAL SPRINGS | Florida | 33071-5419 | (954) 800-2721 |
| 0028 | KB ORANGE GROUP, INC. | 6230 CORAL RIDGE DR | CORAL SPRINGS | Florida | 33076-3386 | (954) 345-7518 |
| 0337 | I & R FITNESS LLC | 18455 S DIXIE HWY | CUTLER BAY | Florida | 33157-6815 | (305) 234-1141 |
| 1413 | ~~Florida Fitness Works~~FLORIDA FITNESS WORKS 6, LLC | 2365 S WOODLAND BLVD | DELAND | Florida | 32720 | (386) 951-3455 |
| 1333 | DRBNORTE, LLC | 264 SE 5TH AVE | DELRAY BEACH | Florida | 33483-5207 | (561) 675-0600 |
| ~~0012~~ | ~~OTPBC1, LLC~~ | ~~3100 S FEDERAL HWY~~ | ~~DELRAY BEACH~~ | ~~Florida~~ | ~~33483-3320~~ | ~~(561) 274-2550~~ |
| 1085 | ALYKAY FITNESS IV, LLC | 4495 FURLING LN | DESTIN | Florida | 32541-5384 | (850) 533-0084 |
| 0039 | 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 |
| 0573 | F5 ENTERPRISES, LLC | 1615 COUNTY ROAD 220 | FLEMING ISLAND | Florida | 32003-4906 | (904) 406-7343 |
| 0283 | SIX MILE CYPRESS COACHING LLC | 8001 DANI DR | FORT MYERS | Florida | 33966-8016 | (239) 292-5826 |
| 0652 | GAINESVILLE COACHING II LLC | 3205 CLARK BUTLER BLVD | GAINESVILLE | Florida | 32608-2436 | (352) 242-0020 |
| ~~1365~~ | ~~GAINESVILLE COACHING III LLC~~ | ~~50 NW 13TH ST~~ | ~~GAINESVILLE~~ | ~~Florida~~ | ~~32601-5124~~ | ~~(352) 415-3080~~ |
| 0161 | GAINESVILLE COACHING LLC | 2005 NW 43RD ST | GAINESVILLE | Florida | 32605-3481 | (352) 559-3937 |
| 0607 | HOMESTEAD FITNESS, LLC. | 803 N HOMESTEAD BLVD | HOMESTEAD | Florida | 33030-5024 | (786) 632-7800 |
| ~~0151~~ | ~~F 2 ENTERPRISES LLC~~ | ~~11111 SAN JOSE BLVD~~ | ~~JACKSONVILLE~~ | ~~Florida~~ | ~~32223-7946~~ | ~~(904) 886-3377~~ |
| 0152 | F 4 ENTERPRISES, LLC | 13500 BEACH BLVD STE 30 | JACKSONVILLE | Florida | 32224-7221 | (904) 385-4336 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 1538 | ~~F16~~F13 ENTERPRISES~~,~~ LLC | 2039 HENDRICKS AVENUE | JACKSONVILLE | Florida | 32207 | (904) 712-6949 |
| 0151 | F2 ENTERPRISES LLC | 11111 SAN JOSE BLVD | JACKSONVILLE | Florida | 32223-7946 | (904) 886-3377 |
| 0836 | F7 ENTERPRISES, LLC | 9734 DEER LAKE CT | JACKSONVILLE | Florida | 32246-4468 | (904) 559-1200 |
| 0898 | RCS OAKLEAF, LLC | 9610 APPLECROSS RD | JACKSONVILLE | Florida | 32222-5839 | (904) 661-1958 |
| 0345 | RGA 1, LLC | 4495 ROOSEVELT BLVD | JACKSONVILLE | Florida | 32210-3375 | (904) 328-6905 |
| 0837 | F8 ENTERPRISES, LLC | 3994 3RD ST S | JACKSONVILLE BEACH | Florida | 32250-5847 | (904) 930-4009 |
| 0900 | FOXHOP FITNESS, LLC | 4215 NW FEDERAL HWY | JENSEN BEACH | Florida | 34957-3600 | (772) 261-8119 |
| 0054 | VICEDWARD, INC. | 6390 W INDIANTOWN RD STE 24A | JUPITER | Florida | 33458-4612 | (561) 743-7770 |
| 0166 | DOUBLE EXCEL LLC | 1021 W OSCEOLA PKWY | KISSIMMEE | Florida | 34741-7503 | (407) 720-4646 |
| 0700 | SAE FITNESS LLC | 6177 S JOG RD | LAKE WORTH | Florida | 33467-6588 | (561) 327-6100 |
| 0428 | SANUS VITAE, LLC | 1489 TOWN CENTER DR | LAKELAND | Florida | 33803-7966 | (863) 226-1303 |
| 0346 | CONTRAILS FITNESS PARTNERS, LLC | 10500 ULMERTON RD | LARGO | Florida | 33771-3503 | (727) 400-3933 |
| 0417 | VIERA ALL FITNESS LLC | 6365 N WICKHAM RD | MELBOURNE | Florida | 32940-2017 | (321) 800-4466 |
| 0090 | OTF BIRD ROAD, LLC | 7396 SW 40TH ST | MIAMI | Florida | 33155-6634 | (305) 264-0087 |
| 0097 | OTF WEST KENDALL, LLC | 14627 SW 56TH ST | MIAMI | Florida | 33175-5703 | (305) 615-1095 |
| 0324 | RAK FITNESS III LLC | 13550 SW 120TH ST | MIAMI | Florida | 33186-7503 | (305) 254-2683 |
| 0864 | TAMIAMI FITNESS, LLC | 1315B SW 107TH AVE | MIAMI | Florida | 33174-2515 | (786) 899-5082 |
| 0053 | TIFF & RON, L.L.C. | 1115 5TH ST | MIAMI BEACH | Florida | 33139-6506 | (305) 695-0085 |
| 0038 | RAK FITNESS LLC | 15490B NW 77TH CT | MIAMI LAKES | Florida | 33016-5823 | (305) 824-0420 |
| 0570 | ALYKAY FITNESS, LLC | 9017 BISCAYNE BLVD | MIAMI SHORES | Florida | 33138-3221 | (305) 615-1299 |
| 0156 | MIRJEN, LLC | 12316 MIRAMAR PKWY | MIRAMAR | Florida | 33025-7017 | (954) 908-3636 |
| 0970 | FLORIDA FITNESS WORKS 1, LLC | 3208 COUNTY ROAD 44B | MOUNT DORA | Florida | 32757-9226 | (352) 448-6505 |
| 0229 | NAPLES COACHING LLC | 7935 AIRPORT PULLING RD N | NAPLES | Florida | 34109-1732 | (239) 599-5650 |
| 0391 | NAPLES COASTLAND COACHING LLC | 1900 TAMIAMI TRL N | NAPLES | Florida | 34102-4893 | (239) 599-5650 |
| 1536 | FLORIDA FITNESS WORKS 9, LLC | 1944 SR 44 | NEW SMYRNA BEACH | Florida | 32168 | (386) 951-6201 |
| 0671 | OUR DIVINE PURPOSE LLC | 4414 SW COLLEGE RD | OCALA | Florida | 34474-2704 | (352) 433-0220 |
| 0398 | DREAM FITNESS II, LLC | 12546 STATE ROAD 54 | ODESSA | Florida | 33556-3480 | (727) 500-1212 |
| 0311 | FLORIDA FITNESS WORKS 5, LLC | 9161 NARCOOSSEE RD | ORLANDO | Florida | 32827-5764 | (407) 995-6220 |

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|---|---|---|---|---|---|---|
| ~~1513~~ | ~~FLORIDA FITNESS WORKS 8, LLC~~ | ~~4100 N ALAFAYA TRL~~ | ~~ORLANDO~~ | ~~Florida~~ | ~~32817~~ | ~~(407) 723-7700~~ |
| 1509 | ~~FORIDA~~FLORIDA FITNESS WORKS 7, LLC | 12851 NARCOOSSEE RD | ORLANDO | Florida | 32832 | (407) 734-0527 |
| ~~0344~~ 1513 | ~~OTF MILLENIA,~~FLORIDA FITNESS WORKS 8, LLC | ~~4570 S. KIRKMAN RD.~~4100 N ALAFAYA TRL | ORLANDO | Florida | ~~32811~~32817 | (407) ~~930-4200~~723-7700 |
| 0067 | OTF ORLANDO, LLC | 7343 W SAND LAKE RD | ORLANDO | Florida | 32819-5209 | (407) 982-2822 |
| 0107 | OTF WATERFORD, LLC | 12301 LAKE UNDERHILL RD | ORLANDO | Florida | 32828-4508 | (407) 440-2906 |
| 0219 | 92 FITNESS CREW FLORIDA I, LLC | 2612 PGA BLVD | PALM BEACH GARDENS | Florida | 33410-2904 | (561) 859-0683 |
| 0056 | 92 FITNESS CREW FLORIDA II, LLC | 6271 PGA BLVD | PALM BEACH GARDENS | Florida | 33418-4034 | (561) 702-2308 |
| 0121 | PALM HARBOR COACHING, LLC | 33645 US HIGHWAY 19 N | PALM HARBOR | Florida | 34684-2639 | (727) 288-9901 |
| 0848 | PANAMA CITY FITNESS GROUP LLC | 15500 PANAMA CITY BEACH PKWY | PANAMA CITY BEACH | Florida | 32413-5424 | (850) 299-4999 |
| 0004 | PINES OTF, INC. | 14918 PINES BLVD | PEMBROKE PINES | Florida | 33027-1213 | (954) 534-9949 |
| 0664 | ALYKAY FITNESS II, LLC | 5555 N DAVIS HWY | PENSACOLA | Florida | 32503-2066 | (850) 449-2232 |
| 0027 | KBOG PLANTATION, INC. | 10073 CLEARY BLVD | PLANTATION | Florida | 33324-1064 | (954) 693-8444 |
| 0838 | F9 ENTERPRISES, LLC | 152 CAPITAL GREEN DR | PONTE VEDRA | Florida | 32081-0951 | (904) 900-7644 |
| 0605 | PORT ORANGE FITNESS COMPANY, LLC | 5521 S WILLIAMSON BLVD | PORT ORANGE | Florida | 32128-8300 | (386) 492-0544 |
| 0449 | PSL FITNESS, LLC | 884 SW SAINT LUCIE WEST BLVD | PORT ST LUCIE | Florida | 34986-1765 | (772) 212-1470 |
| 0958 | RIVERVIEW COACHING, LLC | 10173 BIG BEND RD | RIVERVIEW | Florida | 33578-7417 | (813) 607-5646 |
| 0002 | SAE FITNESS LLC | 11021 SOUTHERN BLVD | ROYAL PALM BEACH | Florida | 33411-4241 | (561) 753-8111 |
| 0890 | DOWNTOWN ST. PETE COACHING, LLC | 640 1ST AVE S | SAINT PETERSBURG | Florida | 33701-4120 | (727) 513-5646 |
| 1045 | FLORIDA FITNESS WORKS 2, LLC | 4932 W STATE ROAD 46 | SANFORD | Florida | 32771-9244 | (407) 986-6295 |
| 0254 | WELLCOMM SRQ NORTH~~ SARASOTA FITNESS EXPRESS ",~~ LLC~~"~~ | 1605 MAIN ST | SARASOTA | Florida | 34236-5840 | (941) 444-2440 |
| 0185 | WELLCOMM SRQ SOUTH~~ SARASOTA FITNESS EXPRESS ",~~ LLC~~"~~ | 6509 S TAMIAMI TRL | SARASOTA | Florida | 34231-4827 | (941) 444-2439 |
| 0841 | F11 ENTERPRISES LLC | 833 S PONCE DE LEON BLVD | ST AUGUSTINE | Florida | 32084-6005 | (904) 647-8088 |
| 0635 | F6 ENTERPRISES LLC | 2851 COUNTY ROAD 210 W | ST JOHNS | Florida | 32259-4087 | (904) 671-7071 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0013 | 4th ~~Street Coaching~~STREET COACHING, LLC | 5032 4TH ST N | ST PETERSBURG | Florida | 33703-2902 | (727) 897-5566 |
| 0078 | 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 |
| 0206 | MAIJA FITNESS, LLC | 2303 SE FEDERAL HWY | STUART | Florida | 34994-4528 | (772) 266-8344 |
| 1078 | SUNRISE FITNESS PARTNERS, INC. | 12532 W SUNRISE BLVD | SUNRISE | Florida | 33323-2999 | (954) 289-5100 |
| 0220 | HAWTHORNE TALLYHO1, LLC | 1321 THOMASVILLE RD | TALLAHASSEE | Florida | 32303-5607 | (850) 210-0503 |
| 0221 | 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 |
| 0203 | GLOBAL FITNESS ENTERPRISES II, LLC | 13122 N DALE MABRY HWY | TAMPA | Florida | 33618-2406 | (813) 964-3194 |
| 0181 | GLOBAL FITNESS ENTERPRISES III, LLC | 1061 E CUMBERLAND AVE | TAMPA | Florida | 33602 | (813) 513-9845 |
| ~~0014~~ | ~~GLOBAL FITNESS ENTERPRISES V, LLC~~ | ~~17515 PRESERVE WALK LN~~ | ~~TAMPA~~ | ~~Florida~~ | ~~33647-3244~~ | ~~(813) 774-3488~~ |
| 0066 | JJ LUGO ENTERPRISES, INC. | 11721 W HILLSBOROUGH AVE | TAMPA | Florida | 33635-9748 | (813) 852-8009 |
| 1330 | ~~Serendipty Fitness Partners~~SERENDIPITY FITNESS PARTNERS, LLC | 2798 E FOWLER AVE | TAMPA | Florida | 33612-6207 | (813) 400-2977 |
| 0018 | ~~South Tampa Coaching~~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 |
| 0087 | ~~U. P Fitness Express~~WELLCOMM UP, LLC | 5275 UNIVERSITY PKWY | UNIVERSITY PARK | Florida | 34201-3013 | (941) 444-2435 |
| 0931 | LITHIA COACHING, LLC | 3311 LITHIA PINECREST RD | VALRICO | Florida | 33596-5636 | (813) 743-4683 |
| 0606 | CAPN FITNESS LLC | 5240 US HIGHWAY 1 | VERO BEACH | Florida | 32967-7604 | (772) 205-3733 |
| 0128 | SAE FITNESS LLC | 2625 S STATE ROAD 7 | WELLINGTON | Florida | 33414-9378 | (561) 296-0485 |
| 0282 | GLOBAL FITNESS ENTERPRISES IV, LLC | 28210 PASEO DR | WESLEY CHAPEL | Florida | 33543-5374 | (813) 235-0664 |
| 0416 | WEST MELBOURNE STUDIO LLC | 1559 W NEW HAVEN AVE | WEST MELBOURNE | Florida | 32904-3905 | (321) 369-9169 |
| 0055 | MJL FITNESS, LLC | 1900 OKEECHOBEE BLVD | WEST PALM BEACH | Florida | 33409-4132 | (561) 771-1180 |
| 0008 | ~~Broward Fitness Investments~~BROWARD FITNESS INVESTMENTS, LLC | 1132 WESTON RD | WESTON | Florida | 33326-1915 | (954) 888-6660 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0459 | NASH FITNESS LLC | 13620 SUMMERPORT VILLAGE PKWY | WINDERMERE | Florida | 34786-7366 | (407) 895-7002 |
| 0525 | OTF WINTER GARDEN, LLC | 2883 MAGUIRE RD | WINDERMERE | Florida | 34786-6057 | (407) 895-7002 |
| 1378 | F12 ~~Enterprises,~~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 |
| 0125 | VAILLANTINO, LLC | 3450 OLD MILTON PKWY | ALPHARETTA | Georgia | 30005-4517 | (770) 686-5352 |
| 0355 | 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 |
| 0162 | BLACKBERRY VISION, LLC | 3097 PIEDMONT RD NE | ATLANTA | Georgia | 30305-2638 | (404) 719-0170 |
| 0127 | BLUEBERRY VISION INVESTMENTS, INC. | 857 COLLIER RD NW | ATLANTA | Georgia | 30318-2544 | (404) 455-0402 |
| 0083 | CONFLUENCE GROUP LLC | 5975 ROSWELL RD | ATLANTA | Georgia | 30328-4055 | (770) 905-2600 |
| 0400 | CRANBERRY VISION LLC | 4260 N PEACHTREE RD NE | ATLANTA | Georgia | 30319 | (404) 772-8120 |
| 0382 | 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~~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 |
| 0247 | RASBERRY VISION LLC | 4279 ROSWELL RD NE | ATLANTA | Georgia | 30342-3759 | (404) 434-2129 |
| 0190 | SIMPLE BERRY LLC | 855 EMORY POINT DR STE 115 | ATLANTA | Georgia | 30329-4152 | (404) 698-0251 |
| 0137 | STRAWBERRY VISION, LLC | 933 PEACHTREE ST NE STE 939A | ATLANTA | Georgia | 30309-7900 | (770) 905-2600 |
| 0270 | VVDC NORTHLAKE, LLC | 2152 HENDERSON MILL RD NE | ATLANTA | Georgia | 30345-3762 | (678) 679-3400 |
| 1489 | JM ~~Augusta~~AUGUST 2 LLC | 3602 EXCHANGE LN | AUGUSTA | Georgia | 30909 | (706) 780-6016 |
| 0496 | 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 |
| 0299 | B.O.B. FITNESS LLC | 5592 WHITESVILLE RD STE B | COLUMBUS | Georgia | 31904-3419 | (706) 905-1870 |
| 0300 | NSU FITNESS, LLC | 1735 BUFORD HIGHWAY | CUMMING | Georgia | 30041-1268 | (770) 887-2223 |
| 0317 | JM SUGAR HILL, LLC | 2463 HAMILTON MILL PKWY | DACULA | Georgia | 30019-4648 | (470) 443-1800 |
| 0383 | EFFECTIVE FITNESS DECATUR, LLC | 319 W PONCE DE LEON AVE | DECATUR | Georgia | 30030-2499 | (770) 797-5080 |
| 0495 | CAP FITNESS DOUGLASVILLE, LLC LLC | 2750 CHAPEL HILL RD | DOUGLASVILLE | Georgia | 30135-1705 | (770) 755-8772 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0316 | JM DULUTH~~,~~ LLC | 2220 PEACHTREE INDUSTRIAL BLVD | DULUTH | Georgia | 30097-7678 | (678) 648-5600 |
| 0731 | VVDC DUNWOODY, LLC | 2480 JETT FERRY RD | DUNWOODY | Georgia | 30338-3074 | (678) 580-8095 |
| 0368 | JM AUGUSTA LLC | 4274 WASHINGTON RD | EVANS | Georgia | 30809-3348 | (706) 814-3024 |
| 1397 | JM ~~Gainesville~~GAINESVILLE LLC | 833 DAWSONVILLE HWY | GAINESVILLE | Georgia | 30501-2648 | (770) 631-5966 |
| 0189 | VAILLANTINO LS, LLC | 8465 HOLCOMB BRIDGE RD | JOHNS CREEK | Georgia | 30022-8599 | (470) 388-3159 |
| 0271 | 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 |
| 0374 | CONFLUENCE GROUP II, LLC | 3000 WINDY HILL RD SE | MARIETTA | Georgia | 30067-8430 | (678) 701-5510 |
| 0265 | JM ATHENS, LLC | 3600 DALLAS HWY SW | MARIETTA | Georgia | 30064-1631 | (770) 876-4339 |
| 0263 | JM CANTON, LLC | 2555 PRADO LN | MARIETTA | Georgia | 30066-3516 | (770) 687-3625 |
| 0436 | JM MARIETTA HOLDINGS, LLC | 1750 POWDER SPRINGS RD SW | MARIETTA | Georgia | 30064-4865 | (678) 810-1814 |
| 0124 | VAILLANTINO JC, LLC | 1401 JOHNSON FERRY RD | Marietta | Georgia | 30062-6495 | (678) 920-9455 |
| 0370 | 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 |
| 0866 | VVDC MILTON, LLC | 12635 CRABAPPLE RD | MILTON | Georgia | 30004-5800 | (404) 890-7388 |
| 0612 | CAP FITNESS LLC | 1731 NEWNAN CROSSING BLVD E | NEWNAN | Georgia | 30265-1598 | (470) 240-7787 |
| 0315 | JM NORCROSS, LLC | 5270 PEACHTREE PKWY | NORCROSS | Georgia | 30092-2558 | (678) 786-4100 |
| 0298 | BMM FITNESS, LLC | 130 PEACHTREE EAST SHOPPING CTR | PEACHTREE CITY | Georgia | 30269-4045 | (678) 263-3086 |
| 0379 | 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 |
| 0193 | VIVENCIA FIT ONE LLC | 625 W CROSSVILLE RD | ROSWELL | Georgia | 30075-7504 | (770) 625-6122 |
| 0369 | VVDC SAVANNAH, LLC | 1800 E VICTORY DR | SAVANNAH | Georgia | 31404-4195 | (912) 921-9519 |
| 0833 | JK FIT LLC | 4495 W VILLAGE WAY SE | SMYRNA | Georgia | 30080-9252 | (678) 539-9715 |
| 0494 | HBB GROUP LLC | 1227 ROCKBRIDGE RD | STONE MOUNTAIN | Georgia | 30087-3064 | (770) 604-1812 |
| 0845 | JM BUFORD, LLC | 5019 W BROAD ST | SUGAR HILL | Georgia | 30518-5188 | (678) 786-4120 |

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|---|---|---|---|---|---|---|
| 0194 | VIVENCIA FIT TWO LLC | 2615 PEACHTREE PKWY | SUWANEE | Georgia | 30024-1024 | (770) 688-0622 |
| 0272 | VVDC ~~LAWRENCEVILLE~~LAWRENCVILLE, LLC | 3268 INNER PERIMETER RD | VALDOSTA | Georgia | 31602-1006 | (229) 474-3804 |
| 1278 | JM VININGS, LLC | 4300 PACES FERRY RD SE | VININGS | Georgia | 30339-5715 | (770) 727-5022 |
| 1138 | ~~TOP GUNN~~REV-IT-UP FITNESS LLC | 3030 WATSON BLVD | WARNER ROBINS | Georgia | 31093-8506 | (478) 845-6007 |
| 0264 | JM WOODSTOCK, LLC | 200 PARKBROOKE DR | WOODSTOCK | Georgia | 30189-6331 | (770) 833-4550 |
| 0481 | ALOHABERRY, LLC | 449 KAPAHULU AVE | HONOLULU | Hawaii | 96815-3850 | (808) 445-9227 |
| 0423 | HELLOBERRY HAWAII, LLC | 660 ALA MOANA BLVD | HONOLULU | Hawaii | 96813-5400 | (808) 762-2004 |
| ~~0480~~ 1560 | ~~MAHALOBERRY,~~PAU LOA LLC | ~~1600 KAPIOLANI~~91-5431 KAPOLEI PKWY STE ~~107~~1116 | ~~HONOLULU~~Kapolei | Hawaii | ~~96814-3806~~96707-5007 | (808) ~~377-6626~~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 |
| 0800 | L5 FITNESS IDAHO, LLC | 979 E PARKCENTER BLVD | BOISE | Idaho | 83706-6721 | (208) 246-8600 |
| 0523 | 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 |
| 0986 | L5 FITNESS ILLINOIS-NORTH EAST, LLC | 1624 S RANDALL RD | ALGONQUIN | Illinois | 60102-5923 | (847) 565-5711 |
| 1034 | ~~WINCITY FITNESSS~~WIN CITY FITNESS GROUP II, LLC | 813 S IL ROUTE 59 | BARTLETT | Illinois | 60103-1629 | (630) 246-3333 |
| 0804 | 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 |
| 0318 | CHICAGOLAND FITNESS I, LLC | 1126 W GRANVILLE AVE | CHICAGO | Illinois | 60660-2013 | (773) 234-0311 |
| 0424 | CHICAGOLAND FITNESS II, LLC | 3328 N WESTERN AVE | CHICAGO | Illinois | 60618-6213 | (312) 971-6223 |
| 0425 | CHICAGOLAND FITNESS III, LLC | 4728 N LINCOLN AVE | CHICAGO | Illinois | 60625-2010 | (312) 755-6650 |
| 0427 | CHICAGOLAND FITNESS V, LLC | 2251 N MILWAUKEE AVE | CHICAGO | Illinois | 60647-4035 | (312) 874-7227 |
| 0684 | CHICAGOLAND FITNESS VI, LLC | 5012 N CLARK ST | CHICAGO | Illinois | 60640-2824 | (773) 717-7999 |
| 0686 | CHICAGOLAND FITNESS VIII, LLC | 1055 S. Clinton | Chicago | Illinois | 60607 | (312) 796-5585 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0545 | DRA FITNESS LLC | 1005 S STATE ST | CHICAGO | Illinois | 60605-2221 | (312) 734-1100 |
| 0534 | FULTON RIVER FITNESS, LLC | 731 N MILWAUKEE AVE | CHICAGO | Illinois | 60642-5954 | (312) 832-9899 |
| 0743 | JOMIL LLC | 5109 S HARPER AVE | CHICAGO | Illinois | 60615-4119 | (773) 377-4747 |
| 0321 | JS FITNESS WICKER PARK LLC | 1634 W NORTH AVE | CHICAGO | Illinois | 60622-2255 | (312) 757-1644 |
| 0032 | 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 |
| ~~1517~~ | ~~L5 FITNESS ILLINOIS-NORTHEAST, LLC~~ | ~~2000 N CLYBOURN AVE~~ | ~~CHICAGO~~ | ~~Illinois~~ | ~~60614-4056~~ | ~~(773) 466-2436~~ |
| 0305 | PERLOFF - PROVIDENCE STUDIO #3 LLC | 3738 N HALSTED ST | CHICAGO | Illinois | 60613 | (224) 252-0242 |
| 0304 | PERLOFF PROVIDENCE STUDIO #2 LLC | 3010 N ASHLAND AVE | CHICAGO | Illinois | 60657-3012 | (312) 778-8830 |
| 1351 | ~~South Loop~~SOUTH LOOP 2 ~~Fitness~~FITNESS, LLC | 110 E. CERMAK RD. | CHICAGO | Illinois | 60616-4930 | (312) 635-7474 |
| 0331 | STUDIO FITNESS GROUP LLC | 1513 N WELLS ST | CHICAGO | Illinois | 60610-3488 | (312) 625-1204 |
| 0333 | STUDIO FITNESS GROUP RIVER NORTH LLC | 640 N WELLS ST | CHICAGO | Illinois | 60654-3733 | (312) 724-7600 |
| 0334 | STUDIO FITNESS GROUP STREETERVILLE LLC | 211 E GRAND AVE | CHICAGO | Illinois | 60611-3311 | (312) 778-8998 |
| 0330 | STUDIO FITNESS GROUP WEST LOOP LLC | 823 W MADISON ST | CHICAGO | Illinois | 60607 | (773) 741-1600 |
| 1227 | L5 FITNESS ~~ILLINOIS-WEST~~ILLINOIS- WEST, LLC | 6654 EDWARDSVILLE CROSSING DR | EDWARDSVILLE | Illinois | 62025-2706 | (618) 669-0011 |
| 0319 | ~~OTF WHEATON~~2MC CORP. | 187 S IL ROUTE 83 | ELMHURST | Illinois | 60126 | (331) 642-1500 |
| 0126 | NORTHSHORE OTF, LLC | 2800 CENTRAL ST | EVANSTON | Illinois | 60201-1222 | (847) 491-9090 |
| 0544 | HEARNE FITNESS, LLC | 21000 S LAGRANGE RD | FRANKFORT | Illinois | 60423-2004 | (630) 394-5050 |
| 0537 | L5 FITNESS ~~ILLINOIS-WEST~~ILLINOIS- WEST, LLC | 2401 KANEVILLE RD | GENEVA | Illinois | 60134-2579 | (630) 503-6818 |
| 0326 | CHICAGOLAND FITNESS XII LLC | 862 ROOSEVELT RD | GLEN ELLYN | Illinois | 60137-6057 | (630) 984-6886 |
| 0237 | C & Z FIT, LLC | 1464 WAUKEGAN RD | GLENVIEW | Illinois | 60025-2121 | (847) 486-9100 |
| 0685 | CHICAGOLAND FITNESS VII, LLC | 4747 N HARLEM AVE | HARWOOD HEIGHTS | Illinois | 60706-4600 | (708) 400-8648 |
| 0687 | CHICAGOLAND FITNESS IX, LLC | 1835 2ND ST | HIGHLAND PARK | Illinois | 60035-3113 | (847) 631-1122 |
| 0991 | CHICAGOLAND FITNESS XIII LLC | 2626 N SUTTON RD | HOFFMAN ESTATES | Illinois | 60192-3706 | (224) 422-2454 |
| 0646 | C & Z FIT II, LLC | 20393 N RAND RD | KILDEER | Illinois | 60074-2020 | (224) 662-7177 |
| 0238 | MADGRA COMPANY | 10 N ASHLAND AVE | LA GRANGE | Illinois | 60525-2055 | (708) 793-7003 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0554 | CHICAGO NORTHSHORE FITNESS, INC. | 1050 N WESTERN AVE | LAKE FOREST | Illinois | 60045-1207 | (847) 728-8700 |
| 1450 | C&Z Fit V, LLC | 480 S RAND RD | LAKE ZURICH | Illinois | 60047-2359 | (847) 740-3988 |
| 0985 | PROVIDENCE VENTURE STUDIO #4 LLC | 202 YORKTOWN SHOPPING CTR | LOMBARD | Illinois | 60148-5526 | (630) 451-9960 |
| 0303 | 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 |
| 0031 | L5 FITNESS ILLINOIS-WEST, LLC | 24 W GARTNER RD | NAPERVILLE | Illinois | 60540-7551 | (331) 444-3232 |
| 0227 | MAJAMINO, LLC | 2936 SHOWPLACE DR | NAPERVILLE | Illinois | 60564-5062 | (630) 857-9238 |
| 1349 | ~~Hearne Fitness Two~~HEARNE FITNESS TWO LLC | 2081 E LARAWAY RD | NEW LENOX | Illinois | 60451-9507 | (815) 669-1800 |
| 0426 | CHICAGOLAND FITNESS IV, LLC | 3101 DUNDEE RD | NORTHBROOK | Illinois | 60062-2402 | (224) 541-6300 |
| 0217 | 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 |
| 0033 | L5 FITNESS ~~ILLINOIS-WEST~~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 |
| 0332 | STUDIO FITNESS GROUP HIGHLAND PARK LLC | 10 N NORTHWEST HWY | PARK RIDGE | Illinois | 60068-3329 | (847) 318-3804 |
| 0653 | C & Z FIT III, LLC | 2037 MILWAUKEE AVE | RIVERWOODS | Illinois | 60015-3581 | (224) 521-0006 |
| 0971 | ROCKTOWN FIT 1, INC. | 6575 E STATE ST | ROCKFORD | Illinois | 61108-2542 | (815) 414-9900 |
| 0560 | WINCITY FITNESS GROUP, LLC | 39 Main Street | ROSELLE | Illinois | 60172 | (630) 283-8888 |
| 0893 | L5 FITNESS ~~ILLINOIS WEST~~ILLINOIS- WEST, LLC | 124 KIRK RD | SAINT CHARLES | Illinois | 60174-2426 | (331) 248-6050 |
| 0325 | CHICAGOLAND FITNESS XI LLC | ~~16 E~~155 W GOLF RD. | SCHAUMBURG | Illinois | ~~60173-3700~~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-NORTH EAST~~ILLINOIS-SOUTH, LLC | 956 BROOKFOREST AVE | SHOREWOOD | Illinois | 60404-8807 | (708) 573-0858 |
| 0688 | CHICAGOLAND FITNESS X, LLC | 5230 TOUHY AVE | SKOKIE | Illinois | 60077-3244 | (847) 423-6060 |
| 1083 | L5 FITNESS ~~ILLINOIS-WEST~~ILLINOIS- WEST, LLC | 454 REDINGTON DR | SOUTH ELGIN | Illinois | 60177-2282 | (847) 565-6300 |

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|---|---|---|---|---|---|---|
| 0805 | TMB FITNESS LLC | 2450 WABASH AVE | SPRINGFIELD | Illinois | 62704-4201 | (217) 953-0054 |
| 0987 | ~~PROVIDENCE VENTURE STUDIO #6~~L5 FITNESS ILLINOIS-NORTH EAST, LLC | 700 N MILWAUKEE AVE STE 139 | VERNON HILLS | Illinois | 60061-1595 | (847) 786-5545 |
| 0233 | DINAMI FITNESS LLC | 19 W OGDEN AVE | WESTMONT | Illinois | 60559-2361 | (630) 326-3000 |
| 0165 | OTF WHEATON CORP. | 223 RICE LAKE SQ | WHEATON | Illinois | 60189-2136 | (630) 914-6767 |
| 0163 | FOWLER GROUP, LLC | ~~894 75TH ST~~6300 Robert Kingery Highway, Suite 404 | ~~WILLOWBROOK~~ Willowbrook | Illinois | ~~60527-7576~~60527 | (630) 352-3330 |
| 1088 | L5 FITNESS ~~ILLINOIS-WEST~~ILLINOIS- WEST, LLC | 1001 75TH ST | WOODRIDGE | Illinois | 60517-2654 | (630) 596-2144 |
| 1095 | PVO ~~Fitness~~FITNESS, LLC | 8100 E US HIGHWAY 36 | AVON | Indiana | 46123-7953 | (317) 542-2999 |
| 1468 | ~~Btown Fitness South~~BTOWN FITNESS SOUTH, LLC | 210 E KIRKWOOD AVE | BLOOMINGTON | Indiana | 47408-3551 | (812) 610-4444 |
| 0910 | BTOWN FITNESS, LLC | 2894 E 3RD ST | BLOOMINGTON | Indiana | 47401-5498 | (812) 727-4002 |
| 0274 | OT INDIANA CARMEL, LLC | 2438 E 146TH ST | CARMEL | Indiana | 46033-7712 | (317) 688-1348 |
| 0372 | 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 |
| 0680 | ~~CO-OP FITNESS NWI~~OT CROWN POINT INDIANA, LLC | 852 N SUPERIOR DR | CROWN POINT | Indiana | 46307-8299 | (219) 306-8448 |
| 0679 | ~~CO-OP FITNESS~~OT DYER INDIANA, LLC | 835 JOLIET ST | DYER | Indiana | 46311-1920 | (219) 224-2660 |
| 0819 | 3TW, LLC | 3431 N GREEN RIVER RD | EVANSVILLE | Indiana | 47715-1349 | (812) 645-9712 |
| 0275 | OT INDIANA FISHERS-GEIST, LLC | 11695 OLIO RD | FISHERS | Indiana | 46037-7683 | (317) 960-4100 |
| 1166 | OT ~~Indiana Nickel Plate~~INDIANA NICKEL PLATE, LLC | 8700 NORTH ST | FISHERS | Indiana | 46038-2864 | (305) 978-0402 |
| 0998 | EPOC FITNESS NORTH, LLC | 1517 W DUPONT RD | FORT WAYNE | Indiana | 46825-1002 | (260) 579-4535 |
| 0815 | EPOC FITNESS SW, LLC | 1034 S THOMAS RD | FORT WAYNE | Indiana | 46804-5121 | (260) 579-4534 |
| 0629 | ELLSWORTH FITNESS, LLC | 7135 HERITAGE SQUARE DR | GRANGER | Indiana | 46530-5664 | (574) 314-6300 |
| 0787 | COLOR ME FIT ENTERPRISES, LLC | 1675 W SMITH VALLEY RD | GREENWOOD | Indiana | 46142-1592 | (317) 247-0000 |
| 1013 | 317 FITNESS, LLC | 91 N NEW JERSEY ST | INDIANAPOLIS | Indiana | 46204-2691 | (317) 912-1515 |
| 1191 | OT ~~Indiana Broad Ripple~~INDIANA BROAD RIPPLE, LLC | 5858 N COLLEGE AVE | INDIANAPOLIS | Indiana | 46220-2476 | (~~555~~317) ~~555-5555~~616-3800 |
| 0515 | OT INDIANA IRONWORKS, LLC | 2727 E 86TH ST | INDIANAPOLIS | Indiana | 46240-4566 | (317) 542-3102 |
| 1404 | OT ~~Indiana Noblesville~~INDIANA NOBLESVILLE, LLC | 17167 MERCANTILE BLVD | NOBLESVILLE | Indiana | 46060 | (317) 983-2113 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 1168 | ~~CO FITNESS OF VAL PO~~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 |
| ~~0886~~ | ~~FITNESS AMES, LLC~~ | ~~725 24TH ST~~ | ~~AMES~~ | ~~Iowa~~ | ~~50010-5018~~ | ~~(515) 212-4947~~ |
| 0631 | 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 |
| 0814 | IAFIT CR LLC | 4824 1ST AVE NE | CEDAR RAPIDS | Iowa | 52402-3214 | (319) 450-0665 |
| 0347 | ~~RILEYSQUIN ENTERPRISES, LC~~OT IOWA CLIVE, LLC | 2171 NW 111TH ST | CLIVE | Iowa | 50325 | (515) 207-3430 |
| 0867 | FITNESS IC INC | 1303 5TH ST | CORALVILLE | Iowa | 52241-2922 | (319) 800-6282 |
| 0854 | 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 |
| ~~1310~~ | ~~OT IOWA JOHNSTON-GRIMES, LLC~~ | ~~5300 NW 86TH ST~~ | ~~JOHNSTON~~ | ~~Iowa~~ | ~~50131-3163~~ | ~~(515) 259-3355~~ |
| 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 |
| 0950 | KEYS TO FITNESS LLC | 17140 W 87TH ST | LENEXA | Kansas | 66219 | (913) 712-0505 |
| 0353 | KC FITNESS 1 LLC | 14995 W. 119TH ~~ST~~STREET | OLATHE | Kansas | 66062-9656 | (913) 397-7500 |
| 0914 | KC FITNESS 4, LLC | 20144 W 153RD ST | OLATHE | Kansas | 66062-9131 | (913) 274-1415 |
| 0531 | KC FITNESS 2, LLC | 13621 METCALF AVE | OVERLAND PARK | Kansas | 66223-1206 | (913) 213-1012 |
| 0514 | MSM3 FITNESS, LLC | 9538 NALL AVE | OVERLAND PARK | Kansas | 66207-2950 | (913) 440-0010 |
| 1297 | ~~Original Training Franchise~~ORIGINAL TRAINING FRANCHISE, LLC | 11900 SHAWNEE MISSION PKWY | SHAWNEE | Kansas | 66216-1865 | (913) 717-5999 |
| 0589 | WAYMAN FITNESS I, INC. | 1423 N WEBB RD | WICHITA | Kansas | 67206-3431 | (316) 440-4640 |
| 0590 | WAYMAN FITNESS ~~OF WICHITA~~ II, ~~LLC~~INC. | 2835 N MAIZE RD | WICHITA | Kansas | 67205-7395 | (316) 239-6348 |
| ~~0589~~ 1546 | WAYMAN FITNESS ~~I~~III, ~~LLC~~INC. | ~~1423 N WEBB RD~~645 E DOUGLAS AVE | ~~WICHITA~~Wichita | Kansas | ~~67206-343~~67202-3557 | (316) ~~440-4640~~867-0787 |
| 1218 | INMI, LLC | 760 CAMPBELL LANE | BOWLING GREEN | Kentucky | 42104-1085 | (270) 957-8866 |
| 1394 | S&C ~~Fitness~~FITNESS V, LLC | 3453 VALLEY PLAZA PKWY | Fort Wright | Kentucky | 41017-8176 | (859) 297-7377 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0178 | DSC FITNESS, LLC | 2369 RICHMOND RD | LEXINGTON | Kentucky | 40502-1307 | (859) 898-1077 |
| 1503 | ~~Fountains of Fitness~~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 |
| 1232 | DAVIS FITNESS BROWNSBORO INC. | 4164 SUMMIT PLAZA DR | LOUISVILLE | Kentucky | 40241-8104 | (502) 333-9310 |
| 0171 | DAVIS FITNESS STUDIO I INC. | 116 SEARS AVE | LOUISVILLE | Kentucky | 40207-5014 | (502) 259-9199 |
| 0399 | DAVIS FITNESS STUDIO II INC. | 13317 SHELBYVILLE RD | LOUISVILLE | Kentucky | 40223-3991 | (502) 242-3385 |
| 0868 | DAVIS FITNESS STUDIO III INC | 918 BAXTER AVE | LOUISVILLE | Kentucky | 40204-2066 | (502) 968-1400 |
| 0505 | 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~~FITNESS III, LLC | 9031 US HIGHWAY 42 | UNION | Kentucky | 41091-7196 | (513) 205-6763 |
| 0930 | GREEN TIGERS LLC | 14650 VILLAGE MARKET ST | BATON ROUGE | Louisiana | 70817-7498 | (225) 412-0455 |
| 1024 | GREEN TIGERS2 LLC | 636 ARLINGTON CREEK CENTRE BLVD | BATON ROUGE | Louisiana | 70820 | (225) 590-3400 |
| 0597 | TRI-POWER RED STICK #1, ~~LLC~~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 |
| 0775 | 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 |
| 0929 | 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 |
| 0295 | HAWTHORNE NOLA1, LLC | 4141 BIENVILLE ST | NEW ORLEANS | Louisiana | 70119-5149 | (504) 408-2602 |
| 0493 | HAWTHORNE NOLA2, LLC | 5300 TCHOUPITOULAS ST | NEW ORLEANS | Louisiana | 70115-1936 | (504) 308-1232 |
| ~~1250~~ | ~~HAWTHORNE NOLA4, LLC - 1250~~ | ~~618 MAGAZINE ST~~ | ~~NEW ORLEANS~~ | ~~Louisiana~~ | ~~70130-3406~~ | ~~(504) 603-0414~~ |
| 0770 | KMM FITNESS IV LLC | 1370 E 70TH ST | SHREVEPORT | Louisiana | 71105-4924 | (318) 716-7776 |
| 0847 | 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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0575 | INNER HARBOR FITNESS PARTNERS, LLC | 1415 ALICEANNA ST | BALTIMORE | Maryland | 21231-2807 | (410) 675-1201 |
| 1131 | ~~Team Bel Air~~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 |
| 0082 | CLARKSBURG FITNESS PARTNERS, LLC | 22750 NEWCUT RD | CLARKSBURG | Maryland | 20871 | (443) 927-9100 |
| 1194 | ~~MARYLAND~~COLLEGE PARK FITNESS ~~PARTNERS,~~ LLC~~ - 1194~~ | 8321 BALTIMORE AVE | COLLEGE PARK | Maryland | 20740-2542 | (240) 667-7226 |
| 0839 | ~~COLUMBIA~~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 |
| 0081 | KENTLANDS FITNESS PARTNERS, LLC | 622 CENTER POINT WAY | GAITHERSBURG | Maryland | 20878-6470 | (301) 250-1060 |
| 1327 | ~~Chesapeake Fitness Partners~~CHEASAPEAKE FITNESS PARTNERS LLC | 2515 EVERGREEN RD | GAMBRILLS | Maryland | 21054 | (443) 951-4732 |
| 0576 | 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 |
| 0290 | 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 |
| 0291 | ~~COLUMBIA~~POTOMAC FITNESS PARTNERS, LLC | 12435 PARK POTOMAC AVE | POTOMAC | Maryland | 20854-7026 | (301) 265-5050 |
| 1195 | ~~MARYLAND~~ROCKVILLE FITNESS PARTNERS LLC~~ - 1195~~ | 1601 ROCKVILLE PIKE | ROCKVILLE | Maryland | 20852-1610 | (240) 380-3311 |
| 0927 | MAMMOTH FITNESS MD, LLC | 8455 FENTON ST | SILVER SPRING | Maryland | 20910-4995 | (301) 798-7433 |
| 0865 | 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 |
| 0285 | BISH 2 MERGE LLC | 10 SAINT JAMES AVE | BOSTON | Massachusetts | 02116-3813 | (617) 936-4890 |
| 1225 | ~~Braintree Fitness~~BRAINTREE FITNESS, LLC | 250 GRANITE ST | BRAINTREE | Massachusetts | 02184-2804 | (781) 399-4766 |
| 0135 | BISH ONE MERGE LLC-0135 | 375 MARKET ST | BRIGHTON | Massachusetts | 02135-2754 | (617) 208-8378 |
| 0524 | BURLINGTON FITNESS ~~ACQUISITION~~ACQUISTION, LLC | 112 MALL RD | BURLINGTON | Massachusetts | 01803-5357 | (781) 552-3838 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0780 | BISH THREE, LLC | 270 3RD ST | CAMBRIDGE | Massachusetts | 02142-1274 | (617) 714-5280 |
| 1026 | TROIS FILLES FITNESS, LLC | 90 DRUM HILL RD | CHELMSFORD | Massachusetts | 01824-1517 | (978) 577-5901 |
| 0816 | JDH FITNESS INC | 80 BEHARRELL ST | CONCORD | Massachusetts | 01742-1739 | (978) 776-6434 |
| 0689 | HH FITNESS DANVERS, LLC | 35 INDEPENDENCE WAY | DANVERS | Massachusetts | 01923-5535 | (978) 381-4332 |
| 0443 | 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 |
| 1126 | SILVERSTRAND FITNESS 2 , LLC | 7 S MAPLE ST | HADLEY | Massachusetts | 01035-3537 | (413) 642-2300 |
| 1199 | Nahom BravoNAHOM BRAVO, LLC | 2057 WASHINGTON ST | HANOVER | Massachusetts | 02339 | (781) 561-1606 |
| 0632 | IRISH CROSSINGS I LLC | 15 SHIPYARD DR | HINGHAM | Massachusetts | 02043-1662 | (781) 328-1800 |
| 0916 | NAHOM ALPHA , LLC | 160 SUMMER ST | KINGSTON | Massachusetts | 02364-1226 | (781) 209-5090 |
| 1134 | MLW HOLDINGS LLC | 82 ORCHARD HILL PARK DR | LEOMINSTER | Massachusetts | 01453-7020 | (978) 616-7597 |
| 0617 | 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 |
| 0401 | QIG FITNESS NATICK LLC | 21 MAIN ST | NATICK | Massachusetts | 01760-4505 | (508) 455-5524 |
| 0906 | INTERVAL ZONE FITNESS, LLC | 554 TURNPIKE ST | NORTH ANDOVER | Massachusetts | 01845-5812 | (978) 494-0906 |
| 0565 | DELUCA FIT, LLC | 21 CHESTNUT ST | QUINCY | Massachusetts | 02169-5342 | (617) 221-4045 |
| 0776 | HH FITNESS READING, LLC | 265 MAIN ST | READING | Massachusetts | 01867 | (978) 276-4385 |
| 0945 | SIMPLE VENTURES 2, LLC | 749 BROADWAY | SAUGUS | Massachusetts | 01906-3207 | (781) 819-2444 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0822 | JD FAMILY FITNESS ENTERPRISES 2, LLC | 193 BOSTON TPKE | SHREWSBURY | Massachusetts | 01545-2549 | (508) 365-1400 |
| 0897 | SOMERVILLE FITNESS ACQUISITION, ~~LLC,~~ 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 |
| 0633 | IRISH CROSSINGS II LLC | 450 PARADISE RD | SWAMPSCOTT | Massachusetts | 01907-1471 | (781) 356-6588 |
| 0870 | MK FITNESS, LLC | 985 OLD POST RD | WALPOLE | Massachusetts | 02081 | (508) 505-4213 |
| 0846 | 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 |
| 0888 | SIMPLE VENTURES, LLC | 160 LITTLETON RD | WESTFORD | Massachusetts | 01886-3190 | (978) 237-8936 |
| 1202 | ~~Berry Health~~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 |
| ~~1219~~ 0593 | ~~MLW FAMILY~~277 ANN ARBOR LLC | ~~41 PARK AVE~~2643 PLYMOUTH RD | ~~WORCESTER~~ANN ARBOR | ~~Massachusetts~~Michigan | ~~01605-3948~~48105-2469 | (~~508~~734) ~~556-0404~~881-9669 |
| 0359 | 277 INVESTMENTS LLC | 2246 S MAIN ST | ANN ARBOR | Michigan | 48103 | (734) 418-6260 |
| ~~0593~~ | ~~OT ANN ARBOR 2, LLC~~ | ~~2643 PLYMOUTH RD~~ | ~~ANN ARBOR~~ | ~~Michigan~~ | ~~48105-2469~~ | ~~(734) 881-9669~~ |
| 0231 | L5 FITNESS MICHIGAN, LLC~~ - 0231~~ | 633 S ADAMS RD | BIRMINGHAM | Michigan | 48009-6844 | (248) 712-4548 |
| 0911 | BRIGHTON 277 LLC | 8491 W GRAND RIVER AVE | BRIGHTON | Michigan | 48116-2381 | (810) 360-2448 |
| 0147 | MBCS GROUP, LLC | 41818 FORD RD | CANTON | Michigan | 48187-3600 | (734) 844-6100 |
| 0675 | L5 FITNESS MICHIGAN, LLC - 0675 | 39690 W 14 MILE RD | COMMERCE TOWNSHIP | Michigan | 48390-3910 | (248) 716-3710 |
| 1046 | RMS FITNESS LLC | 22001 MICHIGAN AVE | DEARBORN | Michigan | 48124-2352 | (313) 986-1000 |
| 1239 | L5 ~~Fitness Michigan~~FITNESS MICHIGAN, LLC~~ - 1239~~ | 2911 W GRAND BLVD | DETROIT | Michigan | 48202-2697 | (248) 730-2227 |
| 0243 | EAST LANSING 277, LLC | 4790 S HAGADORN RD | EAST LANSING | Michigan | 48823-6810 | (517) 885-3150 |
| 0786 | L5 FITNESS MICHIGAN, LLC - 0786 | 31229 W 14 MILE RD | FARMINGTON HILLS | Michigan | 48334 | (248) 579-4844 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 1170 | L ~~and~~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 |
| 0905 | L5 FITNESS MICHIGAN, LLC-0905 | 20853 MACK AVE | GROSSE POINTE WOODS | Michigan | 48236-1456 | (313) 960-4445 |
| 1120 | JPT ~~Development~~DEVELOPMENT LLC | 12365 JAMES ST | HOLLAND | Michigan | 49424-7602 | (616) 377-4911 |
| 0944 | 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 |
| 0488 | L5 ~~Fitness Michigan~~FITNESS MICHIGAN, LLC~~-0488~~ | 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~~GRAND FITNESS GROUP, LLC | 3762 W CENTRE AVE | PORTAGE | Michigan | 49024 | (269) 286-8816 |
| 0422 | SKT, LLC | 1470 N ROCHESTER RD | ROCHESTER | Michigan | 48307-1188 | (248) 237-6720 |
| 1019 | L5 ~~Fitness Michigan~~FITNESS MICHIGAN, LLC~~-1019~~ | 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 |
| 0600 | ALH, LLC | 50560 SCHOENHERR RD | SHELBY TOWNSHIP | Michigan | 48315-3134 | (586) 270-5117 |
| 0489 | L5 ~~Fitness Michigan~~FITNESS MICHIGAN, LLC~~-0489~~ | 3624 ROCHESTER RD | TROY | Michigan | 48083-5213 | (248) 864-2190 |
| 0175 | 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 |
| 0961 | BURNSVILLE FITNESS~~,~~ LLC | 1008 COUNTY ROAD 42 W | BURNSVILLE | Minnesota | 55337 | (952) 277-1100 |
| 0281 | GO FORWARD BRANDS 4 L.L.C. | 460 LAKE DR | CHANHASSEN | Minnesota | 55317-5004 | (952) 777-4243 |
| 0976 | 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 |
| 0788 | EAGAN FITNESS~~,~~ LLC | 3325 CENTRAL PARK VILLAGE DR | EAGAN | Minnesota | 55121-7707 | (651) 705-0300 |
| 0176 | GO FORWARD BRANDS 2 L.L.C. | 8264 COMMONWEALTH DR | EDEN PRAIRIE | Minnesota | 55344-5365 | (952) 232-1809 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0276 | HAPPY TIME SURFSIDE, INC. | 3523 W 70TH ST | EDINA | Minnesota | 55435-4217 | (612) 930-4630 |
| 0024 | GO FAR, INC. | 8121 WEDGEWOOD LN N | MAPLE GROVE | Minnesota | 55369-9401 | (763) 657-1313 |
| 0693 | BMO FITNESS L.L.C. | 3095 WHITE BEAR AVE N | MAPLEWOOD | Minnesota | 55109-1328 | (651) 998-2219 |
| ~~0023~~ | ~~CALHOUN ORANGE INC.~~ | ~~2640 HENNEPIN AVE~~ | ~~MINNEAPOLIS~~ | ~~Minnesota~~ | ~~55408-1149~~ | ~~(612) 926-8626~~ |
| 0277 | MINNESOTA FITNESS SOLUTIONS, INC. | 411 WASHINGTON AVE N | MINNEAPOLIS | Minnesota | 55401-1301 | (612) 217-8665 |
| 0978 | MINNETONKA WAYZATA FITNESS, LLC | 4703 COUNTY ROAD 101 | MINNETONKA | Minnesota | 55345-2634 | (952) 444-9693 |
| 0017 | ORANGE FITNESS, LLC | 2700 ANNAPOLIS CIR N | PLYMOUTH | Minnesota | 55441-2504 | (763) 300-3447 |
| 0960 | 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 |
| 0973 | KBM FITFAM L.L.C. | 2195 SNELLING AVE N | ROSEVILLE | Minnesota | 55113-4201 | (651) 237-4444 |
| 0974 | BKM FITNESS L.L.C. | 850 GRAND AVE | SAINT PAUL | Minnesota | 55105-3397 | (651) 364-6888 |
| 0177 | GO FORWARD BRANDS 3 L.L.C. | 1451 ADAMS ST | SHAKOPEE | Minnesota | 55379-2697 | (612) 999-1555 |
| 0977 | 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 |
| 0825 | ST~~.~~ CLOUD FITNESS MN LLC | 110 2ND ST S | WAITE PARK | Minnesota | 56387-1367 | (320) 270-7000 |
| 0351 | WOODBURY FITNESS LLC | 530 WOODBURY DR | WOODBURY | Minnesota | 55125-5814 | (612) 326-1234 |
| 0995 | TRI-POWER HUB CITY, LLC | 109 S 31ST AVE | HATTIESBURG | Mississippi | 39401-7134 | (601) 651-3100 |
| 0626 | EPOC FITNESS VENTURE II, LLC | 120 DISTRICT BLVD | JACKSON | Mississippi | 39211-6382 | (601) 714-8060 |
| ~~0625~~ | ~~EPOC FITNESS VENTURE, LLC~~ | ~~111 COLONY CROSSING WAY~~ | ~~MADISON~~ | ~~Mississippi~~ | ~~39110-6833~~ | ~~(601) 707-9202~~ |
| 0791 | FREEVIE 2016 LLC | 5155 GOODMAN RD | OLIVE BRANCH | Mississippi | 38654-8206 | (662) 932-0100 |
| 0444 | 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 |
| 0186 | OTF CLAYTON LLC | 1674 CLARKSON RD | CHESTERFIELD | Missouri | 63017-4601 | (314) 384-9025 |
| 0640 | 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 |
| 0452 | L5 FITNESS MISSOURI, LLC | 15949 MANCHESTER RD | ELLISVILLE | Missouri | 63011-2140 | (314) 300-6996 |
| 0724 | ~~FENTON FITNESS MO~~LCK INDUSTRIES, LLC~~.~~ | 528 OLD SMIZER MILL RD | FENTON | Missouri | 63026-3538 | (636) 203-8424 |
| 0989 | 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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0734 | MSM3 FITNESS KS, LLC | 6236 MAIN ST | KANSAS CITY | Missouri | 64113-1618 | (816) 656-8390 |
| ~~1167~~ | ~~MSM3 FITNESS KS, LLC~~ | ~~1706 BALTIMORE AVE~~ | ~~KANSAS CITY~~ | ~~Missouri~~ | ~~64108~~ | ~~(816) 659-1055~~ |
| 0639 | ALMR ONE, LLC | 6307 RONALD REAGAN DR | LAKE ST LOUIS | Missouri | 63367-2681 | (636) 614-4040 |
| 0532 | KC FITNESS 3, LLC | 910 NW BLUE PKWY | LEES SUMMIT | Missouri | 64086-5987 | (816) 944-3222 |
| 0949 | HIIT LIBERTY, L.L.C. | 117 S STEWART RD | LIBERTY | Missouri | 64068-4201 | (816) 368-1277 |
| 0737 | 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 |
| ~~1081~~ | ~~ARNOLD FITNESS MO, LLC~~ | ~~5670 TELEGRAPH RD~~ | ~~SAINT LOUIS~~ | ~~Missouri~~ | ~~63129-4243~~ | ~~(314) 380-0888~~ |
| 0723 | CONCORD FITNESS MO, LLC. | 12434 TESSON FERRY RD | SAINT LOUIS | Missouri | 63128-2702 | (314) 649-5050 |
| 0191 | INVICTUS HOLDINGS, LLC | 9434 MANCHESTER RD | SAINT LOUIS | Missouri | 63119-1428 | (314) 736-1170 |
| 0451 | L5 FITNESS MISSOURI, LLC | 4653 LINDELL BLVD | SAINT LOUIS | Missouri | 63108-3701 | (314) 590-3702 |
| 0187 | OTF CREVE COEUR LLC | 10277 CLAYTON RD | SAINT LOUIS | Missouri | 63124-1115 | (314) 272-0641 |
| 0740 | L5 FITNESS MISSOURI, LLC | 6201 MID RIVERS MALL DR | SAINT PETERS | Missouri | 63304-1102 | (636) 628-2457 |
| 0784 | ZONE FITNESS LLC | 2862 S GLENSTONE AVE | SPRINGFIELD | Missouri | 65804-3716 | (417) 633-7133 |
| 0785 | ZONE FITNESS 2 LLC | 2100 W REPUBLIC RD | Springfield-West | Missouri | 65807-5728 | (417) 771-3628 |
| 0721 | BIL-ORANGE, LLC | 824 SHILOH CROSSING BLVD | BILLINGS | Montana | 59102-7379 | (406) 656-1144 |
| 0720 | BOZ-ORANGE, LLC | 1040 FOWLER AVE | BOZEMAN | Montana | 59718-4164 | (406) 577-3000 |
| 0707 | RIVER CITY FITNESS, LLC | 3624 BROOKS ST | MISSOULA | Montana | 59801-7337 | (406) 552-1510 |
| 0946 | LINCOLN BURN 1, LLC | 8601 S 30TH ST | LINCOLN | Nebraska | 68516-5956 | (402) 480-6450 |
| 1371 | ~~Lincoln Burn~~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 |
| 0410 | OMAHA FIT 1, LLC | 16909 BURKE ST | OMAHA | Nebraska | 68118-2268 | (402) 281-0950 |
| 0497 | OMAHA FIT 2, LLC | 14450 EAGLE RUN DR | OMAHA | Nebraska | 68116-1457 | (402) 704-7003 |
| 0820 | 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 |
| 0223 | LVE FITNESS LLC | 691 MARKS ST | HENDERSON | Nevada | 89014-8611 | (702) 850-2511 |
| 0142 | OTLV1, LLC | 10271 S EASTERN AVE | HENDERSON | Nevada | 89052-3978 | (770) 686-5352 |
| 0440 | CENTENNIAL FITNESS LLC | 8431 FARM RD | LAS VEGAS | Nevada | 89131-8310 | (702) 948-9029 |
| 0858 | LV FITNESS FLAMINGO, ~~LLC~~LC | 4245 S GRAND CANYON DR | LAS VEGAS | Nevada | 89147-7164 | (702) 420-2142 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0076 | LV FITNESS ~~SUMMERLINLLC~~SUMMERLIN, LLC | 9326 W SAHARA AVE | LAS VEGAS | Nevada | 89117-8811 | (702) 910-4445 |
| 0439 | MOUNTAINS EDGE FITNESS LLC | 8085 BLUE DIAMOND RD | LAS VEGAS | Nevada | 89178-9315 | (702) 660-9246 |
| 0728 | OTLV2, LLC | 5990 S RAINBOW BLVD | LAS VEGAS | Nevada | 89118-4203 | (702) 868-8300 |
| 0490 | HH NW RENO LLC | 1575 ROBB DR | RENO | Nevada | 89523-3526 | (775) 800-5515 |
| 0491 | HH SOUTH RENO LLC | 8056 S VIRGINIA ST | RENO | Nevada | 89511-8950 | (775) 800-2308 |
| 0663 | 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 |
| 0940 | PERSONAL BEST - DOVER, LLC | 865A CENTRAL AVE | DOVER | New Hampshire | 03820-2506 | (603) 466-7486 |
| 0959 | 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 |
| 0468 | AGASTACHE, LLC | 104 SPIT BROOK RD | NASHUA | New Hampshire | 03062-2868 | (603) 413-8757 |
| ~~0222~~ | ~~AUREUM, LLC~~ | ~~345 AMHERST ST~~ | ~~NASHUA~~ | ~~New Hampshire~~ | ~~03063-1754~~ | ~~(603) 882-6800~~ |
| 0592 | PERSONAL BEST, LLC | 2454 LAFAYETTE RD | PORTSMOUTH | New Hampshire | 03801-5619 | (603) 686-8287 |
| 0647 | VANDAVAL , INC. | 236 N BROADWAY | SALEM | New Hampshire | 03079-2191 | (603) 898-3300 |
| 1448 | M2 ~~Bayonne~~BAYONNE LLC | 189 E 22ND ST | BAYONNE | New Jersey | 07002-5002 | (201) 515-6689 |
| 0613 | BIGVFITNESS, LLC | 434 US HIGHWAY 202~~-206~~ | BEDMINSTER | New Jersey | 07921-1514 | (908) 698-4600 |
| 0717 | HHH ~~Fitness One~~FITNESS ONE LLC | 744 ROUTE 70 | BRICK | New Jersey | 08723 | (732) 640-5480 |
| 0667 | 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 |
| 0047 | EPOC CL, LLC | 111 VER VALEN ST | CLOSTER | New Jersey | 07624-2612 | (201) 279-0877 |
| 0781 | HUDSON FITNESS NJ ~~2~~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~~EIGHT LLC | 60 RTE 17 | EAST RUTHERFORD | New Jersey | 07073 | (201) 537-4786 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0045 | OTF NJ ONE, LLC | 725 RIVER RD | EDGEWATER | New Jersey | 07020-1171 | (201) 212-6388 |
| 1181 | M2 ~~Woodbridge~~WOODBRIDGE LLC | 55 PARSONAGE RD | EDISON | New Jersey | 08837-2480 | (973) 546-7635 |
| 0262 | DOGWOOD VENTURES NJ TWO LLC | 104 US HIGHWAY 9 | ENGLISHTOWN | New Jersey | 07726-8231 | (732) 475-0333 |
| 0795 | STUDIO FITNESS II LLC | 295 US HIGHWAY 202/31 S | FLEMINGTON | New Jersey | 08822-1703 | (908) 366-7600 |
| 0718 | HHH ~~Fitness Two~~FITNESS TWO LLC | 4345 HIGHWAY 9 STE 24 | FREEHOLD | New Jersey | 07728-4215 | (848) 444-1085 |
| 0046 | OTF NJ TWO LLC | 502 NORTH AVE | GARWOOD | New Jersey | 07027-1017 | (908) 737-1390 |
| 0261 | EPOC EB, LLC | 450 HACKENSACK AVE | HACKENSACK | New Jersey | 07601-6312 | (201) 450-9663 |
| 0706 | M2 JERSEY CITY LLC | 475 WASHINGTON BLVD | JERSEY CITY | New Jersey | 07310-2118 | (973) 318-9189 |
| 0794 | STUDIO FITNESS ~~I~~LLC | 84 E MAIN ST | MENDHAM | New Jersey | 07945-1800 | (973) 813-9995 |
| 0542 | 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 |
| 0327 | JLD FITNESS LLC | 400 W ROUTE 38 | MOORESTOWN | New Jersey | 08057-3299 | (856) 581-4801 |
| 0170 | MORFITNESS LLC | 191 E. HANOVER AVENUE | MORRISTOWN | New Jersey | 07960 | (407) 915-3373 |
| 0169 | MORRIS FITNESS LLC | 1260 SPRINGFIELD AVE | NEW PROVIDENCE | New Jersey | 07974-1955 | (908) 458-9353 |
| 0668 | ALPHA FITNESS STUDIO LLC | 764 SHOPPES BLVD | NORTH BRUNSWICK | New Jersey | 08902-2775 | (732) 979-2447 |
| 0782 | HUDSON FITNESS NJ 2, LLC | 38 WATERVIEW BLVD | PARISPPANY | New Jersey | 07054 | (973) 559-6100 |
| 0378 | 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 |
| 0969 | ~~TONOCITY~~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 |
| 0543 | MONMOUTH FITNESS, LLC | 460 SHREWSBURY PLZ | SHREWSBURY | New Jersey | 07702-4382 | (908) 345-2066 |
| 0614 | M3FITNESS, LLC | 1320 Van Horne Road | Skillman | New Jersey | 08558 | (908) 829-0244 |
| 1104 | ~~Circle Fitness~~CIRCLE FITNESS LLC | 882 ROUTE 22 | SOMERVILLE | New Jersey | 08876-1560 | (201) 341-5930 |
| 0992 | HUDSON FITNESS NJ 3, LLC | 274 Route 10 | Succasunna | New Jersey | 07876-1386 | (973) 510-2440 |
| 0348 | 8 STREET INVESTMENTS LLC | 650 UNION BLVD | TOTOWA | New Jersey | 07512-2422 | (973) 500-6600 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0902 | 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 |
| 0061 | 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 |
| 0566 | L5 FITNESS NEW MEXICO, LLC | 6361 RIVERSIDE PLAZA LN NW | ALBUQUERQUE | New Mexico | 87120-2644 | (505) 633-8009 |
| 0567 | L5 FITNESS NEW MEXICO, LLC | 8850 HOLLY AVE NE | ALBUQUERQUE | New Mexico | 87122-2985 | (505) 633-8048 |
| 0569 | L5 FITNESS NEW MEXICO, LLC | 5010 CUTLER AVE NE | ALBUQUERQUE | New Mexico | 87110-4099 | (505) 359-7011 |
| 0568 | L5 FITNESS NEW MEXICO, LLC | 516 W CORDOVA RD | SANTA FE | New Mexico | 87505-1844 | (505) 395-7100 |
| 0385 | MJP ALBANY, LLC | 1704 WESTERN AVE | ALBANY | New York | 12203-4301 | (518) 992-4910 |
| 0547 | 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 |
| 1263 | ~~ADL3~~KINARA LLC | 1701 SUNRISE HWY | BAYSHORE | New York | 11706-6091 | (631) 954-2969 |
| 0938 | 1QUEENFITNESS LLC | 4119 BELL BLVD | BAYSIDE | New York | 11361-2858 | (347) 382-9099 |
| 0246 | LEAD3, LLC | 4041B HEMPSTEAD TPKE | BETHPAGE | New York | 11714-5602 | (516) 597-4740 |
| 0218 | 92 FITNESS CREW NEW YORK 1, LLC | 248 FLATBUSH AVE | BROOKLYN | New York | 11217-2820 | (718) 475-9452 |
| 0269 | 92 FITNESS CREW NEW YORK 2, LLC | 157 KENT AVE | BROOKLYN | New York | 11249-3124 | (917) 201-7014 |
| 0546 | 92 FITNESS CREW NEW YORK 3, LLC | 186 MONTAGUE ST | BROOKLYN | New York | 11201-3606 | (917) 201-7013 |
| 1174 | OTB2NY, LLC | 485 KINGS HWY | BROOKLYN | New York | 11223-1809 | (347) 696-8544 |
| 0458 | BOULEVARD FITNESS, LLC | 1551 NIAGARA FALLS BLVD | BUFFALO | New York | 14228-2703 | (716) 970-4441 |
| 0259 | OTF BUFFALO I, LLC | 3701 MCKINLEY PKWY | BUFFALO | New York | 14219-2695 | (716) 338-4630 |
| 0069 | TRANSIT FITNESS, LLC | 8242 TRANSIT RD | BUFFALO | New York | 14221-2820 | (716) 200-1350 |
| 0146 | ARDCORE, LLC | 211 GLEN COVE RD | CARLE PLACE | New York | 11514-1220 | (516) 268-6272 |
| 1379 | OTF ~~Buffalo~~BUFFALO II, LLC | 4900 Transit Rd. | Cheektowaga | New York | 14043 | (716) 247-5005 |
| 0386 | MJP SARATOGA, LLC | 54 CROSSING BLVD | CLIFTON PARK | New York | 12065-4100 | (518) 644-4757 |
| 0830 | ADL3, LLC | 328 E MAIN ST | East Islip | New York | 11730-2820 | (631) 759-4266 |
| 0601 | EM FITNESS, LLC | 2314A HEMPSTEAD TPKE | EAST MEADOW | New York | 11554-2041 | (516) 301-5909 |
| 0016 | ENP FITNESS LLC | 4000 JERICHO TPKE | EAST NORTHPORT | New York | 11731-6285 | (631) 499-4500 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 1009 | FD ~~Fitness~~FITNESS LLC | 253 AIRPORT PLAZA BLVD | FARMINGDALE | New York | 11735-3940 | (631) 386-8088 |
| 0939 | 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 |
| 0789 | RADCORE, LLC | 2333 JERICHO TPKE | GARDEN CITY PARK | New York | 11040-4709 | (516) 564-2000 |
| 1160 | ~~Greenvale Fitness~~GREENVALE FITNESS LLC | 61 GLEN COVE RD | GREENVALE | New York | 11548-1007 | (516) 535-0900 |
| 0329 | HWLT FITNESS LLC | 1312 BROADWAY | HEWLETT | New York | 11557-2113 | (516) 307-4777 |
| 1133 | ~~Ithaca Fitness~~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 |
| 0835 | NORTH SYRACUSE FITNESS, LLC | 3881 STATE ROUTE 31 | LIVERPOOL | New York | 13090-1000 | (315) 930-4424 |
| 1334 | 92 ~~Fitness Crew~~FITNESS CREW NY6, LLC | 2110 44TH DR | LONG ISLAND CITY | New York | 11101-4710 | (718) 881-8111 |
| 0725 | PFM WC-1, LLC | 811 MAMARONECK AVE | MAMARONECK | New York | 10543-2067 | (914) 893-6100 |
| 0158 | ASHA3, LLC | 4914 MERRICK RD | MASSAPEQUA PARK | New York | 11762-3803 | (516) 590-7676 |
| 0328 | CIC FIT I, LLC | 500 WALT WHITMAN RD | MELVILLE | New York | 11747-2109 | (631) 683-8311 |
| 0059 | ~~OTF LI,~~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 |
| 0692 | EU VORTEX V LLC | 222 E MAIN ST | MOUNT KISCO | New York | 10549-2951 | (914) 227-2757 |
| 0656 | EU VORTEX I, LLC | 27 ROCKLAND PLZ | NANUET | New York | 10954-2209 | (845) 367-7721 |
| 0658 | EU VORTEX III, LLC | 195 S MAIN ST | NEW CITY | New York | 10956-3337 | (845) 213-2121 |
| 1258 | ~~BMDcore~~BMDCORE, LLC | 1706 LAKEVILLE RD | NEW HYDE PARK | New York | 11040-2506 | (516) 858-5600 |
| 0894 | DOWNTOWN FITNESS PARTNERS LLC | 100 WILLIAM ST | NEW YORK | New York | 10038-4512 | (646) 650-2122 |
| 0730 | EMPIRE 37TH ST LLC | 321 W. 37TH ~~ST~~STREET | NEW YORK | New York | 10018-4218 | (646) 829-9330 |
| 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 |
| 0036 | EPOC ~~92nd~~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 |
| 0035 | EPOC UWS LLC | 120 W 72ND ST | NEW YORK | New York | 10023-3373 | (646) 679-6618 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0198 | JM ASTOR PLACE FITNESS LLC | 51 ASTOR PL | NEW YORK | New York | 10003-7139 | (646) 357-3057 |
| 1395 | JM LEXINGTON LLC | 715 LEXINGTON AVE | NEW YORK | New York | 10022-2053 | (646) 838-1243 |
| 1244 | MIDTOWN FITNESS PARTNERS LLC~~ - 1244~~ | 220 E 86TH ST | NEW YORK | New York | 10028-3606 | (646) 979-1020 |
| 0912 | MIDTOWN FITNESS PARTNERS, LLC | 605 3RD AVE | NEW YORK | New York | 10158-0180 | (646) 838-1020 |
| 0034 | 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~~PORT JEFF FITNESS LLC | 5040-5050 NESCONSET HWY | PORT JEFFERSON STATION | New York | 11776-2576 | (631) 760-1975 |
| 0323 | PWLI FITNESS LLC | 1013 PORT WASHINGTON BLVD | PORT WASHINGTON | New York | 11050-2900 | (516) 302-4044 |
| 0442 | POUGHKEEPSIE FITNESS LLC | 1895 SOUTH RD | POUGHKEEPSIE | New York | 12601-6031 | (845) 372-5656 |
| 0070 | PITTSFORD FITNESS, LLC | 3340 MONROE AVE | ROCHESTER | New York | 14618-4612 | (585) 445-7173 |
| 1331 | G.E.C. ~~Fitness~~FITNESS LLC | 133 BEACH 116TH ST | ROCKAWAY PARK | New York | 11694-2441 | (347) 719-4040 |
| 0058 | OTFLI RVC,  LLC | 315 MERRICK RD | ROCKVILLE CENTRE | New York | 11570-5325 | (516) 586-6555 |
| 0923 | OTF ROCKY POINT LLC | 217 RTE 25 A | ROCKY POINT | New York | 11778 | (631) 615-1975 |
| 0649 | SAYVILLE FITNESS LLC | 5640 SUNRISE HWY | SAYVILLE | New York | 11782-1016 | (631) 865-1515 |
| 0696 | ~~SOCIAL~~SOCAL SUN LLC | 1019 CENTRAL PARK AVE | SCARSDALE | New York | 10583-3245 | (914) 359-4567 |
| 0384 | MJP NISKAYUNA, LLC | 3333 CONSAUL RD | SCHENECTADY | New York | 12304-2263 | (518) 930-0283 |
| 0648 | SF FITNESS LLC | 3940 MERRICK RD | SEAFORD | New York | 11783-2825 | (516) 246-6212 |
| 1008 | ST ~~Fitness~~FITNESS LLC | 62 E MAIN ST | SMITHTOWN | New York | 11787-2804 | (631) 652-6505 |
| 0415 | PFM SI-1, LLC | 2409 RICHMOND AVE | STATEN ISLAND | New York | 10314-3906 | (347) 442-7020 |
| 0483 | PFM SI-2, LLC | 1275 WOODROW RD | STATEN ISLAND | New York | 10309-1725 | (347) 577-9877 |
| 0755 | PFM WC-3, LLC | 1690 HYLAN BLVD | STATEN ISLAND | New York | 10305-1930 | (347) 273-2133 |
| 0060 | STONY FITNESS LLC | 2306 NESCONSET HWY | STONY BROOK | New York | 11790-3504 | (631) 246-1040 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0322 | GV FITNESS LLC | 103 JACKSON AVE | SYOSSET | New York | 11791-3624 | (516) 299-8309 |
| 0834 | SYRACUSE FITNESS, LLC | 3150 ERIE BLVD E | SYRACUSE | New York | 13214-1303 | (315) 965-3555 |
| 0659 | EU VORTEX IV, LLC | 624 WHITE PLAINS RD | TARRYTOWN | New York | 10591-5104 | (914) 359-6200 |
| 0827 | REDWING3637, LLC | 150 MAIN ST | TUCKAHOE | New York | 10707-2907 | (914) 771-5105 |
| 0915 | VICTOR FITNESS, LLC | 400 COMMERCE DR | VICTOR | New York | 14564-9656 | (585) 207-0202 |
| 1220 | BAYTOWNE FITNESS, LLC | 1900 EMPIRE BLVD | WEBSTER | New York | 14580-1898 | (518) 992-4910 |
| 0924 | OTF BABYLON LLC | 733 SUNRISE HWY | WEST BABYLON | New York | 11704-6004 | (631) 983-4272 |
| 0697 | 3 FITNESS LLC | 245 MAMARONECK AVE | WHITE PLAINS | New York | 10605-1301 | (914) 729-0996 |
| 0993 | EU ~~Vortex~~VORTEX VI LLC | 650 LEE BLVD | YORKTOWN HEIGHTS | New York | 10598-1100 | (914) 359-5515 |
| 1304 | NC01-~~Southern Pines~~SOUTHERN PINES, LLC | 11109 US 15 501 HWY | ABERDEEN | North Carolina | 28315-2377 | (910) 745-7996 |
| 0650 | SUGAR FITNESS, LLC | 1816 HENDERSONVILLE RD | ASHEVILLE | North Carolina | 28803-3207 | (828) 610-5500 |
| 0498 | JACKELLE FITNESS FOUR, LLC | 1204 PARKSIDE MAIN ST | CARY | North Carolina | 27519-6951 | (919) 234-7454 |
| 0769 | JOELE FITNESS SIX, LLC | 107 EDINBURGH SOUTH DR | CARY | North Carolina | 27511-8426 | (919) 230-2544 |
| 0182 | 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 |
| 0999 | STUDIO FIVE CLT FITNESS, INC. | 601 S KINGS DR | CHARLOTTE | North Carolina | 28204-3089 | (704) 412-9612 |
| 0746 | 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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0141 | STUDIO ONE CLT FITNESS, LLC | 8402 PARK RD | CHARLOTTE | North Carolina | 28210-5801 | (704) 247-6137 |
| 0506 | 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 |
| 0289 | STUDIO THREE CLT FITNESS, INC. | 2317 SOUTH BLVD | CHARLOTTE | North Carolina | 28203-5007 | (704) 626-7322 |
| 0288 | STUDIO TWO CLT FITNESS, INC. | 8038 PROVIDENCE RD | CHARLOTTE | North Carolina | 28277-9765 | (704) 612-2102 |
| 1399 | Studio ElevenSTUDIO ELEVEN CLT Fitness IncFITNESS LLC | 8420 University City Blvd<br>Charlotte, NC 28213<br>USA | Charlotte-College Downs | North Carolina | 28213 | (704) 885-1833 |
| 0389 | KMOD FIT, LLC | 20619 TORRENCE CHAPEL RD | CORNELIUS | North Carolina | 28031-6395 | (704) 964-2557 |
| 0768 | JOELE FITNESS FIVE, LLC | 1843 MARTIN LUTHER KING PKWY | DURHAM | North Carolina | 27707-3585 | (919) 313-4168 |
| 1303 | NC01-Durham Southpoint, LCLDURHAM SOUTHPOINT, LLC | 202 W NC HIGHWAY 54 | DURHAM | North Carolina | 27713-7565 | (919) 808-1051 |
| 0895 | ATHAYES2016, LLC | 1800 SKIBO RD | FAYETTEVILLE | North Carolina | 28303-3485 | (910) 818-5473 |
| 0654 | NC01- GREENSBORO 1, LLC | 1410 WESTOVER TER | GREENSBORO | North Carolina | 27408-2005 | (336) 346-2977 |
| 0655 | NC01-JAMESTOWN, LLC | 5710 W GATE CITY BLVD | GREENSBORO | North Carolina | 27407-7047 | (336) 663-1056 |
| 1184 | JACKELLE FITNESSFITNES SIX LLC | 518 GREENVILLE BLVD SE | GREENVILLE | North Carolina | 27858-6757 | (252) 689-8428 |
| 0954 | STUDIO EIGHT CLT FITNESS, INC. | 4075 HARRIS SQUARE DR | HARRISBURG | North Carolina | 28075-5104 | (704) 464-4242 |
| 0358 | 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 |
| 0390 | ODAY FITNESS, LLC | 631 BRAWLEY SCHOOL RD | MOORESVILLE | North Carolina | 28117-6204 | (704) 626-7515 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0133 | JACKELLE FITNESS, LLC | 1112 MARKET CENTER DR | MORRISVILLE | North Carolina | 27560-7504 | (919) 883-9469 |
| 0266 | ~~JACKELL~~JACKELLE FITNESS TRIANGLE, LLC | 6625 FALLS OF NEUSE RD | RALEIGH | North Carolina | 27615-6842 | (919) 263-5668 |
| 0767 | JOELE FITNESS FOUR, LLC | 4233 CORNERS PKWY | RALEIGH | North Carolina | 27617-4309 | (919) 867-4471 |
| 0766 | JOELE FITNESS THREE, LLC | 200 PARK AT NORTH HILLS ST | RALEIGH | North Carolina | 27609-2659 | (984) 833-4472 |
| 0420 | STRENGTH OF LIFE, LLC | 12646 CAPITAL BLVD | WAKE FOREST | North Carolina | 27587-7484 | (919) 761-7778 |
| 0765 | JOELE FITNESS TWO, LLC | 1412 BARCLAY POINTE BLVD | WILMINGTON | North Carolina | 28412-1126 | (910) 550-2009 |
| 0533 | 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 |
| 0615 | 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 |
| 0674 | FIT FOR THE RED CARPET LLC | 34 N HAWKINS AVE | AKRON | Ohio | 44313-6453 | (330) 864-5555 |
| 1363 | KSA6 LLC | 35880 DETROIT RD | AVON | Ohio | 44011-1681 | (440) 467-1333 |
| 1098 | KSA10 LLC | 2101 RICHMOND RD | BEACHWOOD | Ohio | 44122-1391 | (216) 307-2777 |
| 1175 | ~~Flyers of Fitness~~FLYERS OF FITNESS LLC | 2484 N FAIRFIELD RD | BEAVERCREEK | Ohio | 45431-1787 | (937) 986-1000 |
| 0611 | 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 |
| 0619 | KSA9 LLC | 8259 CHIPPEWA RD | BRECKSVILLE | Ohio | 44141-2000 | (440) 550-4614 |
| 0936 | DEAN MCBURNEY COMPANIES LLC | 6047 GENDER RD | CANAL WINCHESTER | Ohio | 43110-2014 | (614) 347-1996 |
| 0673 | FIT FOR THE RUNWAY LLC | 4342 BELDEN VILLAGE ST NW | CANTON | Ohio | 44718-2514 | (330) 423-1733 |
| 0371 | CINCY FITNESS LLC | 3202 VANDERCAR WAY | CINCINNATI | Ohio | 45209-1012 | (513) 808-4882 |
| 1343 | ~~Cincy Fitness The Second~~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~~FITNESS IV, LLC | 5655 HARRISON RD | CINCINNATI | Ohio | 45248-1634 | (513) 694-0585 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0904 | STUDIO NUMBER THREE, LLC | 8154 MONTGOMERY RD | CINCINNATI | Ohio | 45236-2968 | (513) 318-9342 |
| 0956 | KSA3 LLC | 740 PROSPECT AVE E | CLEVELAND | Ohio | 44115-1110 | (216) 816-1105 |
| 0907 | KSA8 LLC | 11500 EUCLID AVE | CLEVELAND | Ohio | 44106-3986 | (216) 930-4546 |
| 0470 | FIT PATH, LLC | 1009 W 5TH AVE | COLUMBUS | Ohio | 43212-2637 | (614) 305-7555 |
| 0608 | 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 |
| 0955 | 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 |
| 0148 | DOUBLE-S P, LLC | 7581 SAWMILL RD | DUBLIN | Ohio | 43016-9617 | (614) 356-9999 |
| 0709 | ~~DUBLIN 22 FITNESS CENTER,~~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 |
| 0752 | 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 |
| 0744 | KSA11 LLC | 200 PARK AVE | HIGHLAND HILLS | Ohio | 44122-4233 | (216) 930-4800 |
| 0380 | YOUNG FITNESS 1, LLC | 3959 BRITTON PKWY | HILLIARD | Ohio | 43026-1964 | (614) 721-7444 |
| 0896 | 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 |
| 0844 | 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 |
| 0418 | S&C FITNESS I, LLC | 8267 ARBOR SQUARE DR | MASON | Ohio | 45040-9509 | (513) 445-5844 |
| 1116 | ~~Conquer~~CONQUER 1, LLC | 1120 N COURT ST | MEDINA | Ohio | 44256-1580 | (330) 636-0388 |
| 0829 | KSA7 LLC | 7519 MENTOR AVE | MENTOR | Ohio | 44060-5434 | (440) 290-5859 |
| 0968 | 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 |
| 0433 | 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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0777 | ~~FORT MEIGS 22 FITNESS CENTER,~~KSA14 LLC | 3190 CHAPPEL DR | PERRYSBURG | Ohio | 43551 | (419) 469-6911 |
| 1332 | MCB ~~Fitness~~FITNESS, LLC | 10710 BLACKLICK EASTERN RD NW | PICKERINGTON | Ohio | 43147 | (614) 347-1996 |
| 0463 | KSA1 LLC | 19800 CENTER RIDGE RD | ROCKY RIVER | Ohio | 44116-3639 | (216) 370-3277 |
| 0710 | PRESTIGE FITNESS, LLC | 6025 KRUSE DR | SOLON | Ohio | 44139-2237 | (440) 399-2999 |
| 0705 | REVIVE HEALTH, LLC | 18105 SOUTHPARK CTR | STRONGSVILLE | Ohio | 44136-9337 | (440) 249-0070 |
| 0683 | ~~GREAT LAKES 22 FITNESS CENTER,~~KSA 13 LLC | 3504 SECOR RD | TOLEDO | Ohio | 43606-1545 | (419) 586-1054 |
| 0508 | WALTON, LLC | 7641 VOICE OF AMERICA CENTRE DR | WEST CHESTER | Ohio | 45069-2795 | (513) 718-2535 |
| 0722 | YOUNG FITNESS 2, LLC | 823 POLARIS PKWY | WESTERVILLE | Ohio | 43082-7509 | (614) 300-2925 |
| 0793 | KSA2 LLC | 30676 DETROIT RD | WESTLAKE | Ohio | 44145-1832 | (440) 772-1100 |
| 1508 | YOUNG FITNESS 5, LLC | 71 W WILSON BRIDGE RD | WORTHINGTON | Ohio | 43085 | (614) 515-4908 |
| 0604 | OKC FITNESS STUDIO, LLC ~~AND/OR ITS LLC ASSIGNEE~~ | 3325 S BOULEVARD | EDMOND | Oklahoma | 73013-4808 | (405) 445-0809 |
| 0747 | JB FITNESS LLC | 825 SW 19TH ST | MOORE | Oklahoma | 73160-2897 | (405) 703-5259 |
| 1048 | NICHOLS ~~HOLLS~~HILLS FITNESS STUDIO LLC | 6488A AVONDALE DR | NICHOLS HILLS | Oklahoma | 73116-6404 | (405) 367-3166 |
| 1240 | ~~Norman Fitness Studio~~NORMAN FITNESS STUDIO LLC | 3700 W ROBINSON ST | NORMAN | Oklahoma | 73072-3659 | (405) 217-0889 |
| 0859 | NWOKC FITNESS STUDIO, LLC | 12220 N MACARTHUR BLVD | OKLAHOMA CITY | Oklahoma | 73162-1851 | (405) 878-8060 |
| 1238 | ~~CHOPFIT~~CHOP FIT II LLC | 705 N MAIN ST | STILLWATER | Oklahoma | 74075 | (405) 296-4631 |
| 0803 | 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 |
| 0988 | SOUTH TULSA FITNESS STUDIO, LLC | 9118 S SHERIDAN RD | TULSA | Oklahoma | 74133-5332 | (918) 612-4364 |
| 0596 | JM WEST BEAVERTON, LLC | 3905 SW 117TH AVE | BEAVERTON | Oregon | 97005-8905 | (503) 512-5800 |
| 0932 | BEND FIT, LIMITED LIABILITY COMPANY | 320 SW POWERHOUSE DR | BEND | Oregon | 97702-3741 | (541) 904-5123 |
| 0756 | ICON ACTIVE LLC | 1838 NW 9TH ST | CORVALLIS | Oregon | 97330-2372 | (541) 716-5006 |
| 0806 | 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 |
| 0510 | FITZONE 2, LLC | 16126 SE HAPPY VALLEY TOWN CENTER DR | HAPPY VALLEY | Oregon | 97086-4256 | (503) 882-0087 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0509 | FITZONE 1 LLC | 965 NE ORENCO STATION PKWY | HILLSBORO | Oregon | 97124 | (503) 828-3323 |
| 1198 | LO ~~Fitness~~FITNESS, LLC | 4025 MERCANTILE DR | LAKE OSWEGO | Oregon | 97035-2518 | (971) 808-4700 |
| 1187 | JM MEDFORD, LLC | 171 ROSSANLEY DR | MEDFORD | Oregon | 97501-1783 | (458) 202-1229 |
| 0553 | HH FITNESS OREGON CITY, LLC | 395 BEAVERCREEK RD | OREGON CITY | Oregon | 97045-4132 | (503) 468-7243 |
| 0486 | ACAIBERRY, LLC | 1107 NE 9TH AVE | PORTLAND | Oregon | 97232-3629 | (503) 946-9409 |
| 0487 | GOJIBERRY, LLC | 3642 S RIVER PKWY | PORTLAND | Oregon | 97239-4552 | (503) 308-6782 |
| 0467 | HOODBERRY, LLC | 2195 NW RALEIGH ST | PORTLAND | Oregon | 97210-2657 | (503) 278-5326 |
| 0336 | IN THE ZONE, LLC | 11800 NW CEDAR FALLS DR | PORTLAND | Oregon | 97229-2779 | (503) 427-1915 |
| 0594 | 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~~POWELL LLC | 3602 SE POWELL BLVD | PORTLAND | Oregon | 97202-1880 | (503) 836-3719 |
| 0761 | HH FITNESS SALEM, LLC | 4405 COMMERCIAL ST SE | SALEM | Oregon | 97302-3900 | (971) 599-7005 |
| 0335 | S & H FITNESS, LLC | 12268 SW SCHOLLS FERRY RD | TIGARD | Oregon | 97223-3354 | (503) 782-4888 |
| 0511 | FITZONE 3, LLC | 19221 SW MARTINAZZI AVE | TUALATIN | Oregon | 97062-6352 | (503) 487-0002 |
| 0552 | HH FITNESS WEST LINN, LLC | 19151 WILLAMETTE DR | WEST LINN | Oregon | 97068-2019 | (503) 607-8488 |
| 0609 | 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 |
| 0538 | RAP VENTURES, LLC | 139 W LANCASTER AVE | ARDMORE | Pennsylvania | 19003-1401 | (484) 258-1236 |
| 0342 | WET BEAVER FITNESS - BLUE BELL, LLC | 1510 DEKALB PIKE | BLUE BELL | Pennsylvania | 19422-3300 | (610) 272-1300 |
| 0732 | P&L FITNESS ~~1~~2, LLC | 48 E RIDGE PIKE | CONSHOHOCKEN | Pennsylvania | 19428-2117 | (484) 773-1422 |
| 1375 | ~~Valley Fitness~~VALLEY FITNESS LLC | 3758 EASTON NAZARETH HWY | EASTON | Pennsylvania | 18045-8340 | (484) 291-1113 |
| 0662 | 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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0610 | MAB MANAGEMENT, LLC | 4640 HIGH POINTE BLVD | HARRISBURG | Pennsylvania | 17111-2463 | (717) 288-1320 |
| 1162 | WB FITNESS~~,~~ LLC~~ - 1162~~ | 401 MARKET ST | KINGSTON | Pennsylvania | 18704-5417 | (570) 794-5353 |
| 0951 | TC BUSINESS LANCASTER, LLC | 1655 LITITZ PIKE | LANCASTER | Pennsylvania | 17601-6507 | (717) 925-7884 |
| ~~1357~~ | ~~TC Business Lancaster, LLC~~ | ~~2963 COLUMBIA AVE LANCASTER~~ | ~~Lancaster~~ | ~~Pennsylvania~~ | ~~17603~~ | ~~(717) 715-1030~~ |
| 0360 | 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 |
| 0352 | THE FITNESS SQUAD, LLC | 2140 S EAGLE RD | NEWTOWN | Pennsylvania | 18940-1579 | (215) 957-1700 |
| 0591 | CENIVIVA FITNESS LLC | 613 S TROOPER RD | NORRISTOWN | Pennsylvania | 19403-2309 | (484) 235-0596 |
| 0343 | WET BEAVER FITNESS - GWYNEDD, LLC | 1210 BETHLEHEM PIKE | NORTH WALES | Pennsylvania | 19454-1323 | (215) 643-2033 |
| 0572 | F.O.L. FITNESS, LLC | 82 E LANCASTER AVE | PAOLI | Pennsylvania | 19301-1400 | (484) 674-6400 |
| 0556 | CENTER CITY FITNESS LLC | 1625 CHESTNUT ST | PHILADELPHIA | Pennsylvania | 19103-4206 | (215) 543-3833 |
| 0574 | F.O.L. FITNESS III, LLC | 3711 MARKET ST | PHILADELPHIA | Pennsylvania | 19104-5504 | (215) 454-2996 |
| 0899 | TAYLOR FITNESS, LLC | 1050 N HANCOCK ST | PHILADELPHIA | Pennsylvania | 19123-2345 | (267) 331-4445 |
| 0207 | TANGERINE RETAIL VENTURES I, LLC | 5841 PENN AVE | PITTSBURGH | Pennsylvania | 15206-3816 | (412) 362-3616 |
| 0869 | 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 |
| 0972 | CENIVIVA FITNESS II LLC | 1836 E RIDGE PIKE | ROYERSFORD | Pennsylvania | 19468-2831 | (484) 273-2733 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0772 | P & L FITNESS ~~21~~, 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 |
| 0234 | F2 FITNESS, LLC | 1661 EASTON RD | WARRINGTON | Pennsylvania | 18976-1200 | (215) 792-7952 |
| 0539 | 5 WOOD, LLC | 821 LANCASTER AVE | WAYNE | Pennsylvania | 19087-2550 | (610) 572-4789 |
| 0741 | TC BUSINESS WEST CHESTER, LLC | 672 DOWNINGTOWN PIKE | WEST CHESTER | Pennsylvania | 19380-2226 | (484) 886-4500 |
| 0312 | TANGERINE RETAIL VENTURES II, LLC | 12003 PERRY HWY | WEXFORD | Pennsylvania | 15090-8394 | (724) 400-6773 |
| 0021 | OTF MAIN LINE, LLC | ~~16~~442 PARK AVE | WILLOW GROVE | Pennsylvania | 19090-3219 | (215) 866-8666 |
| 1265 | RYTE LLC | 2791 PAPERMILL RD | WYOMISSING | Pennsylvania | 19610-3329 | (484) 450-8895 |
| 0742 | FITNESS CAPITAL VENTURES #2, LLC | 4 CHAPEL VIEW BLVD | CRANSTON | Rhode Island | 02920-3062 | (401) 830-2812 |
| 1352 | ~~Fitness Capital Ventures~~FITNESS CAPITAL VENTURES #4, LLC | 1191 DIVISION ST | EAST GREENWICH | Rhode Island | 02818-1688 | (401) 287-2595 |
| 0990 | 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 |
| 0595 | HH ANDERSON LLC | 1607 E GREENVILLE ST | Anderson | South Carolina | 29621-2006 | (864) 214-3060 |
| 0192 | 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 |
| 0882 | JM FOREST ACRES~~,~~ LLC | 4708 FOREST DR | COLUMBIA | South Carolina | 29206-3155 | (803) 630-5200 |
| 0881 | JM NE COLUMBIA, LLC | 10296 TWO NOTCH RD | COLUMBIA | South Carolina | 29229-4228 | (803) 486-2206 |
| 1396 | JM FLORENCE LLC | 1901 W PALMETTO ST | FLORENCE | South Carolina | 29501-3919 | (843) 799-6220 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0507 | EMPIRE FORT MILL LLC | 1329 BROADCLOTH ST | FORT MILL | South Carolina | 29715-4513 | (704) 251-7944 |
| 0430 | JM GREENVILLE ~~GODDESS I~~DOWNTOWN, LLC | 101 FALLS PARK DR | GREENVILLE | South Carolina | 29601-5023 | (864) 509-9147 |
| 0875 | 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 | (~~555~~864) ~~555-5555~~469-5199 |
| 0935 | KELLY O, LLC | 430 WILLIAM HILTON PKWY | HILTON HEAD | South Carolina | 29926-2424 | (843) 473-4505 |
| 0880 | ~~COLA 1,~~JM IRMO LLC | 7467 SAINT ANDREWS RD | IRMO | South Carolina | 29063-2876 | (803) 220-0019 |
| 0883 | 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 |
| 0874 | JM MT. PLEASANT, LLC | 695 JOHNNIE DODDS BLVD | MT PLEASANT | South Carolina | 29464-1702 | (843) 523-9938 |
| 0885 | JM MYRTLE BEACH LLC | 7753 N KINGS HWY | MYRTLE BEACH | South Carolina | 29572-3036 | (843) 353-0008 |
| 0774 | STUDIO SEVEN CLT FITNESS, INC. | 2674 CELANESE RD | ROCK HILL | South Carolina | 29732-2085 | (803) 667-3388 |
| 1488 | JM ~~Simpsonville~~SIMPSONVILLE LLC | 655 FAIRVIEW RD | SIMPSONVILLE | South Carolina | 29680-7500 | (864) 327-3755 |
| 0884 | JM SPARTANBURG FITNESS LLC | 1915 E MAIN ST | SPARTANBURG | South Carolina | 29307-2300 | (864) 326-3999 |
| 0296 | 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 |
| 0828 | HH BEARDEN LLC | 4467 KINGSTON PIKE | BEARDEN | Tennessee | 37919 | (865) 224-6480 |
| 0143 | 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 |
| 0435 | JM CHATTANOOGA, LLC | 7407 IGOU GAP RD | CHATTANOOGA | Tennessee | 37421-4785 | (423) 681-2593 |
| 0860 | 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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 1412 | JM ~~Cleveland~~CLEVELAND, LLC | 640 PAUL HUFF PKWY NW | CLEVELAND | Tennessee | 37312- | (423) 244-0774 |
| 0154 | MSL FRANKLIN LLC | 790 JORDAN RD | FRANKLIN | Tennessee | 37067-4204 | (615) 504-1110 |
| 0145 | RECON2013, LLC | 9067 POPLAR AVE | GERMANTOWN | Tennessee | 38138-7851 | (901) 907-0298 |
| 0366 | 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 |
| 1420 | JM ~~Johnson City~~JOHNSON CITY LLC | 3211 PEOPLES ST | JOHNSON CITY | Tennessee | 37604 | (423) 497-3461 |
| 0260 | HH FARRAGUT LLC | 11674 PARKSIDE DR | KNOXVILLE | Tennessee | 37934-2659 | (865) 223-6699 |
| 0499 | CORE&MORE, INC. | 2961 CANADA RD | LAKELAND | Tennessee | 38002-4893 | (901) 302-6132 |
| 1444 | BAM MARYVILLE, LLC | 1012 Alcoa Market St | Maryville | Tennessee | 37801 | (865) 686-5595 |
| 0438 | MISTRAL 2015 LLC | 4615 POPLAR AVE | MEMPHIS | Tennessee | 38117-4400 | (901) 421-5785 |
| 0367 | HH MOUNT JULIET LLC | 11199 LEBANON RD | MT JULIET | Tennessee | 37122-5543 | (615) 981-3800 |
| 0155 | 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 |
| 0240 | ~~Fit to Be~~FIT TO BE LLC | 121 17TH AVE S | NASHVILLE | Tennessee | 37203-2707 | (615) 988-9288 |
| 0396 | 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 |
| 0144 | 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 |
| 0862 | ~~FITNESS PREMISE ABILENE,~~PALOMA VALLEY LLC | 3950 CATCLAW DR | ABILENE | Texas | 79606-1171 | (325) 400-6191 |
| 0205 | VALENCIA FITNESS-ALLEN, LLC | 945 W STACY RD | ALLEN | Texas | 75013-5083 | (972) 521-3700 |
| 1109 | ~~Interval Fitness of Amarillo~~INTERVAL FITNESS OF AMARILLO, LLC | 4280 S. SONCY RD. STE. 400 | AMARILLO | Texas | 79119- | (806) 441-9094 |
| 1096 | ~~Valencia Fitness-North Arlington~~VALENCIA FITNESS-NORTH ARLINGTON, LLC | 1805 N COLLINS ST | ARLINGTON | Texas | 76011-4311 | (682) 206-0879 |
| 0529 | VSB VENTURES III, LLC | 4000 FIVE POINTS DR | ARLINGTON | Texas | 76018-6057 | (817) 419-2505 |
| 0104 | ARBOR TOWN SQUARE FITNESS PARTNERS, LLC | 10721 RESEARCH BLVD | AUSTIN | Texas | 78759-5694 | (512) 900-3223 |
| 0349 | AUSTIN MTM FITNESS, LLC | 9500 S INTERSTATE 35 | AUSTIN | Texas | 78748-1775 | (512) 969-6626 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0941 | CENTRAL AUSTIN FITNESS PARTNERS LLC | 1911 ALDRICH ST | AUSTIN | Texas | 78723-3547 | (512) 807-0401 |
| 0947 | CIRCLE C FITNESS LLC | 5700 W SLAUGHTER LN | AUSTIN | Texas | 78749-6524 | (512) 858-8008 |
| 0817 | DOMAIN FITNESS PARTNERS LLC | 3100 ESPERANZA XING | AUSTIN | Texas | 78758-3776 | (512) 807-0444 |
| 1111 | ~~Downtown Austin Fitness Partners~~DOWNTOWN AUSTIN FITNESS PARTNERS LLC | 401 W 3RD ST | AUSTIN | Texas | 78701-3880 | (813) 817-8645 |
| 0681 | ~~DRIPPINGS~~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 |
| 0236 | FOUR POINTS FITNESS PARTNERS LLC | 7301 N FM 620 RD | AUSTIN | Texas | 78726-4537 | (512) 368-9343 |
| 1329 | ~~Lantana Fitness Partners~~LANTANA FITNESS PARTNERS LLC | 7415 SOUTHWEST PKWY | AUSTIN | Texas | 78735-8998 | (512) 537-7815 |
| 0644 | MAXIMUM FITNESS, LAKELINE LLC | 13000 FM 620 N | AUSTIN | Texas | 78750-1484 | (512) 807-0442 |
| 0309 | NORTH AUSTIN FITNESS PARTNERS II, LLC | 14900 AVERY RANCH BLVD | AUSTIN | Texas | 78717-3952 | (512) 669-5272 |
| 0750 | SOUTH LAMAR FITNESS PARTNERS, LLC | 1100 S LAMAR BLVD | AUSTIN | Texas | 78704-0119 | (512) 807-0400 |
| 0678 | TECH RIDGE FITNESS ~~PARTNERSLLC~~PARTNERS LLC | 12314 N INTERSTATE 35 | AUSTIN | Texas | 78753-1349 | (512) 983-2876 |
| 0711 | TRIANGLE FITNESS PARTNERS, LLC | 4601 N LAMAR BLVD | AUSTIN | Texas | 78751-2355 | (512) 807-0446 |
| 0967 | REGULUS FITNESS, LLC | 3230 PABLO KISEL BLVD | BROWNSVILLE | Texas | 78526-0045 | (956) 443-0206 |
| 0963 | K&M FITNESS VI, LLC | 1561 SW WILSHIRE BLVD | BURLESON | Texas | 76028-8718 | (682) 350-8242 |
| 0690 | KMM FITNESS II LLC | 305 W FM 1382 | CEDAR HILL | Texas | 75104-1887 | (214) 919-4191 |
| 0749 | CEDAR PARK FITNESS PARTNERS, LLC | 5001 183A TOLL RD | CEDAR PARK | Texas | 78613-7905 | (512) 807-0402 |
| 0713 | AVANTI FITNESS OF SCHERTZ, LLC | 513 CIBOLO VALLEY DR | CIBOLO | Texas | 78108-3675 | (210) 501-0299 |
| 0818 | 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 |
| 0188 | WOOD FITNESS~~,~~ INC~~.~~ | 4709 COLLEYVILLE BLVD | COLLEYVILLE | Texas | 76034-3985 | (817) 840-3400 |
| 0966 | RDK FITNESS CONROE LLC | 2105 W DAVIS ST | CONROE | Texas | 77304-2062 | (936) 270-8757 |
| 0138 | 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~~FAIRFIELD COACHING LLC | 28404 HIGHWAY 290 | CYPRESS | Texas | 77433-5476 | (281) 810-8343 |
| 0405 | TOWNE LAKE COACHING LLC | 9925 BARKER CYPRESS RD | CYPRESS | Texas | 77433-5315 | (281) 661-1006 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0139 | K & M FITNESS II, LLC | 18101 PRESTON RD | DALLAS | Texas | 75252-5477 | (972) 244-4111 |
| 0140 | K & M FITNESS III, LLC | 5290 BELT LINE RD | DALLAS | Texas | 75254-7053 | (214) 758-0338 |
| 0339 | 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~~VALENCIA FITNESS-DALLAS LOVERS LANE, LLC | 5549 W LOVERS LN | DALLAS | Texas | 75209-4219 | (972) 474-0725 |
| 1407 | ~~Valencia Fitness-North Dallas~~VALENCIA FITNESS-NORTH DALLAS, LLC | 6065 FOREST LN | DALLAS | Texas | 75230-2703 | (972) 474-0720 |
| ~~1028~~ 1558 | ~~VALENCIA FITNESS-VICTORY PARK, LLC~~903 HORNED FROG FITNESS L.L.C. | ~~625 HIGH MARKET ST~~5101 Gateway Blvd | ~~DALLAS~~Denison | Texas | ~~75219-7691~~75020-0081 | (~~972~~903) ~~474-0420~~677-4390 |
| 1289 | L5 FITNESS NEW MEXICO, LLC | 6801 N MESA ST | EL PASO | Texas | 79912-4458 | (915) 213-1226 |
| 0879 | VALENCIA FITNESS - FLOWER MOUND, LLC | 4271 ESPLANADE PL, Suite 100 | FLOWER MOUND | Texas | 75028-2206 | (972) 474-0425 |
| 0268 | K & M FITNESS IV, LLC | 2600 W 7TH ST | FORT WORTH | Texas | 76107-2497 | (817) 888-8842 |
| 1284 | K&M FITNESS IX, LLC | 3050 Waits Ave | Fort Worth | Texas | 76109 | (469) 209-6565 |
| 0964 | K&M FITNESS VII, LLC | 6201 SUNSET DR | FORT WORTH | Texas | 76116-5547 | (682) 200-6320 |
| 0715 | KMP FITNESS V, LLC | 5701 BRYANT IRVIN RD STE 106 | FORT WORTH | Texas | 76132-4029 | (817) 770-0181 |
| 0832 | VSB VENTURES IV, LLC | 9500 FEATHER GRASS LN | FORT WORTH | Texas | 76177-2505 | (817) 741-8101 |
| 0982 | ~~FRIENDS~~FRIENDSWOOD COACHING LLC | 1769 S FRIENDSWOOD DR | FRIENDSWOOD | Texas | 77546-2253 | (832) 481-4483 |
| 0130 | OTF FRISCO LLC | 4350 MAIN ST | FRISCO | Texas | 75033-2983 | (972) 521-3600 |
| 0338 | VALENCIA FITNESS - MCKINNEY, LLC | 15910 ELDORADO PKWY | FRISCO | Texas | 75035-5922 | (469) 634-2100 |
| 0876 | 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 |
| 0627 | 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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| ~~1079~~ | ~~Atascocita Coaching LLC~~ | ~~16402 W LAKE HOUSTON PKWY~~ | ~~HOUSTON~~ | ~~Texas~~ | ~~77044-6464~~ | ~~(281) 810-7445~~ |
| 0773 | BELLAIRE COACHING LLC | 3905 BELLAIRE BLVD | HOUSTON | Texas | 77025-1119 | (832) 404-2008 |
| 0450 | BISSONNET COACHING LLC | 2511 BISSONNET ST | HOUSTON | Texas | 77005-1423 | (832) 510-2866 |
| 0297 | CAMBIO MANAGEMENT IV LLC | 788 W. SAM HOUSTON PARKWAY N. | HOUSTON | Texas | 77024-3909 | (281) 769-1064 |
| 1316 | ~~Energy Corridor Coaching~~ENERGY CORRIDOR COACHING LLC | 1111 ELDRIDGE PKWY | HOUSTON | Texas | 77077-1774 | (832) 916-2745 |
| 0981 | ~~Heights Coaching~~HEIGHTS COACHING LLC | 3004 YALE ST | HOUSTON | Texas | 77018-8437 | (832) 930-9941 |
| 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 |
| 0980 | MIDTOWN COACHING LLC | 3415 LOUISIANA ST | HOUSTON | Texas | 77002-9523 | (832) 699-6166 |
| 0109 | OTF PARTNERS SAN FELIPE, LLC | 6415 SAN FELIPE ST | HOUSTON | Texas | 77057-2700 | (713) 952-9917 |
| 0350 | RDK FITNESS I VINTAGE, LLC | 15556 CUTTEN RD | HOUSTON | Texas | 77070-4098 | (281) 656-6645 |
| 1318 | RIVER OAKS COACHING LLC | 1428 W GRAY ST | HOUSTON | Texas | 77019 | (281) 404-5295 |
| 0472 | SAWYER HEIGHTS COACHING COACHING LLC | 2315 EDWARDS ST | HOUSTON | Texas | 77007-4413 | (832) 916-2138 |
| 0621 | COWAN FITNESS, LLC | 4810 GATTIS SCHOOL RD | HUTTO | Texas | 78634-2036 | (512) 298-3350 |
| 1030 | VALENCIA ~~FITNESS LAS~~FITNESS-LAS COLINAS, LLC | 7600 N MACARTHUR BLVD | IRVING | Texas | 75063-7520 | (972) 474-0404 |
| 0471 | 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 |
| 0244 | VSB VENTURES II, LLC | 101 TOWN CENTER LN | KELLER | Texas | 76248-2115 | (817) 502-2525 |
| 0406 | KINGWOOD COACHING LLC | 4525 KINGWOOD DR | KINGWOOD | Texas | 77345-2626 | (281) 516-5787 |
| 0783 | KYLE FITNESS PARTNERS, LLC | 5940 KYLE PKWY | KYLE | Texas | 78640-2482 | (512) 807-0403 |
| 0241 | LAKEWAY FITNESS PARTNERS LLC | 1516 620 S | LAKEWAY | Texas | 78734-6295 | (512) 430-1323 |
| 0672 | 5A FITNESS LAREDO #1, L.L.C. | 3502 E DEL MAR BLVD | LAREDO | Texas | 78041-6896 | (956) 231-0232 |
| 0645 | MAXIMUM FITNESS, LEANDER LLC | 3421 LAKELINE BLVD | LEANDER | Texas | 78641-5008 | (512) 807-0443 |
| 0301 | I AM SECOND, INC. | 5214 98TH ST | LUBBOCK | Texas | 79424-4647 | (806) 749-1200 |
| 0863 | 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 |
| 0933 | 5A FITNESS MCALLEN #1, L.L.C. | 5800 N 10TH ST | MCALLEN | Texas | 78504-4687 | (956) 331-2181 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 1443 | 5A ~~Fitness Mission, LLC~~FITNESS MISSION, L.L.C. | 2700 W EXPRESSWAY 83 | MCALLEN | Texas | 78501-8393 | (956) 377-4737 |
| 1260 | VALENCIA ~~FITNESS - NORTH~~FITNESS-NORTH MCKINNEY, LLC | 3625 W UNIVERSITY DR | MCKINNEY | Texas | 75071 | (972) 474-0691 |
| 0212 | VALENCIA FITNESS-MESQUITE, LLC | 1765 N TOWN EASY BLVD | MESQUITE | Texas | 75150 | (972) 698-0525 |
| 0618 | INTERVAL FITNESS OF MIDLAND, LLC | 4410 N MIDKIFF RD | MIDLAND | Texas | 79705-4245 | (432) 695-9898 |
| 0530 | VALENCIA FITNESS -ROCKWALL, LLC | 601 E FM, 544 | Murphy | Texas | 75094 | (972) 355-0809 |
| 0516 | AVANTI HOLDINGS, LLC | 1691 W STATE HIGHWAY 46 | NEW BRAUNFELS | Texas | 78132-2923 | (830) 312-4660 |
| ~~0849~~ | ~~INTERVAL FITNESS OF ODESSA, LLC~~ | ~~6149 E HIGHWAY 191~~ | ~~ODESSA~~ | ~~Texas~~ | ~~79762-5348~~ | ~~(432) 362-9055~~ |
| 1275 | ~~JJ SPARKS INVESTORS~~KRS INVESTMENTS, LLC | 7730 SPENCER HWY | PASADENA | Texas | 77505-1928 | (281) 377-5300 |
| 0361 | ALL SPORTS FITNESS STUDIOS LLC | 9517 BROADWAY ST | PEARLAND | Texas | 77584-6202 | (281) 377-1723 |
| 1274 | CREEKSIDE FITNESS, LLC | 1300 W. PLANO PKWY | PLANO | Texas | 75075 | (972) 200-4546 |
| 0131 | OTF WEST PLANO, LLC | 2208 DALLAS PKWY | PLANO | Texas | 75093-4360 | (972) 521-3500 |
| 0813 | VALENCIA ~~FITNESS- NORTH~~FITNESS-NORTH PLANO, LLC | 8245 PRESTON RD | PLANO | Texas | 75024-2398 | (469) 708-2090 |
| 0778 | 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 |
| 0620 | VALENCIA LAKE RH, LLC | 1063 E INTERSTATE 30 | ROCKWALL | Texas | 75087-4826 | (469) 651-1410 |
| 0105 | COWAN FITNESS NORTH ROUND ROCK LLC | 311 UNIVERSITY BLVD | ROUND ROCK | Texas | 78665-1073 | (512) 954-9333 |
| 0308 | COWAN FITNESS SOUTH ROUND ROCK LLC | 661 LOUIS HENNA BLVD | ROUND ROCK | Texas | 78664-4109 | (512) 969-6625 |
| 1267 | GTPAR, LLC | 5582 SHERWOOD WAY | SAN ANGELO | Texas | 76901-5645 | (806) 407-0403 |
| 1142 | ~~Avanti Fitness Alamo Heights~~AVANTI FITNESS ALAMO HEIGHTS LLC | 6482 N NEW BRAUNFELS AVE | SAN ANTONIO | Texas | 78209-3827 | (303) 718-6307 |
| 1341 | ~~Avanti Fitness Quarry~~AVANTI FITNESS QUARRY LLC | 320 E BASSE RD | SAN ANTONIO | Texas | 78209-8368 | (210) 640-9447 |
| 0256 | AVANTI FITNESS SONTERRA LLC | 427 N LOOP 1604 W | SAN ANTONIO | Texas | 78232-1032 | (210) 802-4348 |
| 0853 | 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~~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 |

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|---|---|---|---|---|---|---|
| ~~0852~~ | ~~LA CONTERRA FITNESS PARTNERS, LLC~~ | ~~15900 LA CANTERA PKWY~~ | ~~SAN ANTONIO~~ | ~~Texas~~ | ~~78256-2428~~ | ~~(210) 876-3800~~ |
| 1320 | POTRANCO WORKOUT PARTNERS LLC | 10538 POTRANCO RD | SAN ANTONIO | Texas | 78251-3358 | (210) 802-4599 |
| 0851 | STONE RIDGE FITNESS PARTNERS LLC | 20811 US HIGHWAY 281 N | SAN ANTONIO | Texas | 78258-7591 | (210) 899-0098 |
| 0751 | WALLINGMONT FITNESS LLC | 12055 VANCE JACKSON RD | SAN ANTONIO | Texas | 78230-6058 | (210) 899-0044 |
| 0676 | XDJ, LLC | 5619 W LOOP 1604 N | SAN ANTONIO | Texas | 78253-5796 | (210) 899-0100 |
| 0628 | SIX.FOURTEEN.TWELVE II, LLC | 243 WONDER WORLD DR | SAN MARCOS | Texas | 78666-5938 | (512) 357-3057 |
| 0132 | OTF SOUTHLAKE, LLC | 621 E SOUTHLAKE BLVD | SOUTHLAKE | Texas | 76092-6246 | (817) 796-9660 |
| 0745 | SPRING COACHING LLC | 6600 SPRING STUEBNER RD | SPRING | Texas | 77389-5285 | (281) 907-9701 |
| 0753 | WOODLANDS COACHING, LLC | 4747 RESEARCH FOREST DR | SPRING | Texas | 77381-4906 | (832) 916-2115 |
| 0110 | CAMBIO MANAGEMENT III LLC | 15890 SOUTHWEST FWY | SUGAR LAND | Texas | 77478-4092 | (281) 325-0018 |
| 0979 | RIVERSTONE COACHING LLC | 18841 UNIVERSITY BLVD | SUGAR LAND | Texas | 77479-6820 | (832) 930-4311 |
| 0920 | SUNSET VALLEY FITNESS, LLC | 5601 BRODIE LN | SUNSET VALLEY | Texas | 78745-2538 | (512) 807-0404 |
| 1107 | KMM ~~Fitness~~FITNESS V, LLC | 3118 S 31ST ST | TEMPLE | Texas | 76502-1803 | (254) 262-0000 |
| 0320 | VALENCIA FITNESS - CASTLE HILLS, LLC | 6201 N JOSEY LN | THE COLONY | Texas | 75056-2478 | (972) 521-8404 |
| 0691 | KMM FITNESS III LLC | 419 WSW 323 LOOP | TYLER | Texas | 75701-9429 | (903) 705-6580 |
| 1246 | ~~SAN ANTONIO AREA~~LIVE OAK FITNESS PARTNERS, LLC~~ - 1246~~ | 3150 PAT BOOKER RD | UNIVERSAL CITY | Texas | 78148-2726 | (813) 817-8645 |
| 0651 | KMM FITNESS I LLC | 1428 WOODED ACRES | WACO | Texas | 76710-4466 | (254) 265-7222 |
| 0754 | WEBSTER COACHING LLC | 136 W BAY AREA BLVD | WEBSTER | Texas | 77598-4112 | (832) 598-7199 |
| 0643 | MAXIMUM FITNESS, WESTLAKE LLC | 3300 BEE CAVES RD | WEST LAKE HILLS | Texas | 78746-6662 | (512) 807-0441 |
| 1234 | L5 FITNESS UTAH, LLC | 499 S 500 E | AMERICAN FORK | Utah | 84003-3256 | (801) 893-3900 |
| 0393 | HBTANNER HOLDINGS I LLC | 85 W 500 S | BOUNTIFUL | Utah | 84010-6229 | (801) 784-6477 |
| 0226 | HEARTZONE FITNESS III LLC | 6953 S 1300 E | COTTONWOOD HEIGHTS | Utah | 84047-1817 | (801) 463-6748 |
| 0727 | HEARTZONE FITNESS IV, LLC | 111 E 13800 S | DRAPER | Utah | 84020-9557 | (385) 275-6698 |
| 0394 | HBTANNER HOLDINGS II LLC | 349 N FLINT ST | KAYSVILLE | Utah | 84037-9807 | (385) 245-7528 |
| 0528 | 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 |
| 0381 | L5 FITNESS UTAH, LLC | 1345 S STATE ST | Orem | Utah | 84097-7701 | (801) 896-9058 |

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|---|---|---|---|---|---|---|
| 0518 | L5 FITNESS UTAH, LLC | 1678 REDSTONE CENTER DR | PARK CITY | Utah | 84098-7612 | (435) 575-5575 |
| 1356 | ~~Heartzone Fitness~~HEARTZONE FITNESS XI, LLC | 4534 W PATRIDGEHILL LN | RIVERTON | Utah | 84096 | (801) 988-5544 |
| 0948 | ~~LFG BRAX~~JRCB FITNESS, LLC | 599 S MALL DR | SAINT GEORGE | Utah | 84790-1392 | (435) 767-0543 |
| 1355 | ~~Heartzone Fitness~~HEARTZONE FITNESS X, LLC | 4655 S 2300 E | SALT LAKE CITY | Utah | 84117-4678 | (801) 610-1020 |
| 0204 | L5 FITNESS UTAH, LLC | 1202 E WILMINGTON AVE | SALT LAKE CITY | Utah | 84106-2837 | (385) 236-1122 |
| 0228 | L5 FITNESS UTAH, LLC | 602 E 500 S | SALT LAKE CITY | Utah | 84102-3587 | (801) 255-9050 |
| 0225 | HEARTZONE FITNESS II LLC | 10261 S STATE ST | SANDY | Utah | 84070-4167 | (801) 821-4675 |
| 0224 | 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 |
| 0801 | BA MANAGEMENT, LLC | 5900 KINGSTOWNE TOWNE CTR | ALEXANDRIA | Virginia | 22315-5751 | (571) 303-1933 |
| 0482 | BAA MANAGEMENT, LLC | 1101 KING ST | ALEXANDRIA | Virginia | 22314-2944 | (571) 919-0379 |
| 1159 | ~~BAMCarlyle~~BAMCARLYLE, LLC | 2381 EISENHOWER AVE | ALEXANDRIA | Virginia | 22314-5358 | (571) 363-3232 |
| 0802 | BBAB MANAGEMENT, LLC | 650 Potomac Yard | ALEXANDRIA | Virginia | 22301-1049 | (571) 403-9831 |
| 1440 | HH MT. VERNON LLC | 7716 RICHMOND HWY | ALEXANDRIA | Virginia | 22306-2843 | (703) 342-0968 |
| 1132 | ~~NHCNOVA~~NCHNOVA IV LLC | 3624 KING ST | ALEXANDRIA | Virginia | 22302-1908 | (703) 771-3800 |
| 0201 | MDMS CAPITAL VA1 LLC | 1776 WILSON BLVD | ARLINGTON | Virginia | 22209-2515 | (571) 431-6140 |
| 0202 | MDMS CAPITAL VA2 LLC | 4201 WILSON BLVD | ARLINGTON | Virginia | 22203-4417 | (571) 257-0050 |
| 0464 | MDMS CAPITAL VA3, LLC | 1221 S FERN ST | ARLINGTON | Virginia | 22202-2808 | (571) 349-0033 |
| 0812 | MDMS CAPITAL VA4 LLC | 3001 WASHINGTON BLVD | ARLINGTON | Virginia | 22201-2247 | (202) 868-6767 |
| 1261 | MDMS CAPITAL VA5~~,~~ LLC | 4231 COLUMBIA PIKE | ARLINGTON | Virginia | 22204-1876 | (703) 348-2884 |
| 0196 | JKOLA FITNESS ONE, LLC | 44050 ASHBURN SHOPPING PLZ | ASHBURN | Virginia | 20147-7916 | (703) 881-9110 |
| 0921 | G3 FITNESS GROUP III, LLC | 10295 BRISTOW CENTER DR | BRISTOW | Virginia | 20136-2240 | (571) 249-2511 |
| 0797 | ~~NCHNOVA~~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 |

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|---|---|---|---|---|---|---|
| 1122 | JKOLA ~~Fitness Three~~FITNESS THREE, LLC | 25150 LOUDOUN COUNTY PKWY | CHANTILLY | Virginia | 20152-5929 | (571) 989-7600 |
| 1467 | ~~Blast Fitness~~BLAST FITNESS LLC | 930 OLYMPIA DR | CHARLOTTESVILLE | Virginia | 22911-3664 | (434) 473-7000 |
| 0748 | 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 |
| 0901 | VIRGINIA WORK GROUP~~,~~ LLC | 940 CEDAR RD | CHESAPEAKE | Virginia | 23322-7459 | (757) 785-4455 |
| 0925 | 2MD HOKIES LLC | 2765 MARKET ST | CHRISTIANSBURG | Virginia | 24073-6514 | (540) 300-7022 |
| 0799 | HART FITNESS 3 INC | 3966 FETTLER PARK DR | Dumfries | Virginia | 22025-1997 | (571) 931-6333 |
| 1445 | ~~Fairfax Circle Fitness,~~FAIRFAX CIRCLE FITNESS LLC | 10384 FAIRFAX BLVD | FAIRFAX | Virginia | 22030-2248 | (571) 520-2100 |
| 1110 | HH FITNESS FAIRFAX, LLC | 9420 MAIN ST | FAIRFAX | Virginia | 22031-4032 | (703) 735-5568 |
| 0796 | NHCNOVA I ~~LLOC~~LLC | 10621 BRADDOCK RD | FAIRFAX | Virginia | 22032-2200 | (703) 595-2231 |
| 0062 | RA LIFE A, LLC | 13063 LEE JACKSON MEMORIAL HWY | FAIRFAX | Virginia | 22033-2041 | (703) 961-8985 |
| 0892 | 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 |
| 0708 | HH FITNESS FALLS CHURCH, LLC | 510 S WASHINGTON ST | FALLS CHURCH | Virginia | 22046- | (540) 779-0079 |
| 1335 | HH FITNESS SEVEN CORNERS, LLC | 6410 ARLINGTON BLVD | FALLS CHURCH | Virginia | 22042- | (571) 766-0809 |
| 1455 | ~~River5 Fitness~~RIVER5FITNESS 3, LLC | 7505 LEESBURG PIKE | FALLS CHURCH | Virginia | 22043-2104 | (703) 436-8080 |
| 0762 | BAMFREDERICKSBURG, LLC | 10002 SOUTHPOINT PKWY | FREDERICKSBURG | Virginia | 22407-2705 | (540) 300-6688 |
| 0636 | G3 FITNESS GROUP ~~DC1~~DCII, LLC | 14062 PROMENADE COMMONS ST | GAINESVILLE | Virginia | 20155-4072 | (571) 222-5448 |
| 1565 | EMPIRE STUDIO 1565 LLC | 1025 Seneca Rd | Great Falls | Virginia | 22066-1365 | (703) 637-2365 |
| 0757 | 2MD FITNESS LLC | 1005 PORT REPUBLIC RD | HARRISONBURG | Virginia | 22801-3507 | (540) 324-2314 |
| 0419 | 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 |
| 0637 | G3 FITNESS GROUP DC1, LLC | 6623 OLD DOMINION DR | MC LEAN | Virginia | 22101-4516 | (703) 722-0601 |
| ~~1114~~ | ~~Tysons Fitness LLC~~ | ~~1430 SPRING HILL RD~~ | ~~MC LEAN~~ | ~~Virginia~~ | ~~22102-3034~~ | ~~(443) 838-3111~~ |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0462 | S. VA FITNESS R3 LLC | 15801 CITY VIEW DR | MIDLOTHIAN | Virginia | 23113-7300 | (804) 510-0300 |
| 0764 | ~~HAMMER~~HAMER FITNESS LLC | 12515 JEFFERSON AVE | NEWPORT NEWS | Virginia | 23602-4386 | (757) 849-0220 |
| 1112 | ~~Pedro Gizmo~~PEDRO GIZMO, LLC | 333 W 21ST ST | NORFOLK | Virginia | 23517-2112 | (757) 656-6499 |
| 0790 | RESTON HEARTRATE FITNESS, LLC | 11410 RESTON STATION BLVD | RESTON | Virginia | 20190-5363 | (703) 822-5272 |
| 0461 | S. VA FITNESS R2, LLC | 6984 FOREST AVE | RICHMOND | Virginia | 23230-1701 | (804) 655-0722 |
| 0926 | 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 |
| 0763 | BAMSTAFFORD, LLC | 308 WORTH AVE | STAFFORD | Virginia | 22556-1502 | (540) 602-5800 |
| 0267 | JKOLA FITNESS TWO, LLC | 20806 EDDS LN | STERLING | Virginia | 20165-7904 | (571) 257-0077 |
| 1451 | ~~Virginia Work Group~~VIRGINIA WORK GROUP, LLC | 1500 BRIDGEPORT WAY | SUFFOLK | Virginia | 23435-1956 | (757) 935-0215 |
| 0375 | HH FITNESS DUNN LORING, LLC | 2672 AVENIR PL | VIENNA | Virginia | 22180-7193 | (703) 222-2651 |
| 1113 | ~~Vienna Fitness~~VIENNA FITNESS LLC | 127 MAPLE AVE W | VIENNA | Virginia | 22180-5728 | (571) 367-9931 |
| 0913 | DYER FITNESS 2, LLC | 737 FIRST COLONIAL RD | VIRGINIA BEACH | Virginia | 23451-6133 | (757) 828-1228 |
| 0634 | DYER FITNESS, LLC | 2111 PRINCESS ANNE RD | VIRGINIA BEACH | Virginia | 23456-4163 | (757) 802-3280 |
| 0937 | 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 |
| 0798 | 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 |
| 0578 | BHE OF BELLEVUE CBD, LLC | 30 BELLEVUE WAY NE | BELLEVUE | Washington | 98004-5916 | (206) 785-9190 |
| 0473 | KAIZEN CULTURE LLC | 22627 BOTHELL EVERETT HWY | BOTHELL | Washington | 98021-8499 | (425) 318-7353 |
| 0583 | 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 |
| 0408 | 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 |

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|---|---|---|---|---|---|---|
| 0579 | BHE OF KIRKLAND, LLC | 207 PARK LN | KIRKLAND | Washington | 98033-5355 | (425) 502-8094 |
| 0585 | BHE OF LYNNWOOD, LLC | 19723 HIGHWAY 99 | LYNNWOOD | Washington | 98036-6080 | (425) 224-3637 |
| 0587 | BHE OF MAPLE VALLEY, LLC | 26555 MAPLE VALLEY BLACK DIAMOND RD SE | MAPLE VALLEY | Washington | 98038-8478 | (206) 330-0509 |
| 0588 | 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 |
| 0582 | BHE OF BELLEVUE SUB, LLC | 2690 152ND AVE NE | REDMOND | Washington | 98052-6299 | (425) 689-5988 |
| 0407 | BHE ~~of~~OF REDMOND, LLC | 7525 166th Ave. NE | REDMOND | Washington | 98052 | (425) 522-4838 |
| 0474 | KAIZEN CULTURE II, LLC | 3895 NE 4th Street | RENTON | Washington | 98056-4106 | (425) 892-8405 |
| 0660 | WAFIT RICHLAND LLC | 1034 QUEENSGATE DR | RICHLAND | Washington | 99352-9123 | (509) 492-5949 |
| 0447 | BHE OF SAMMAMISH, LLC | 22830 NE 8TH ST | SAMMAMISH | Washington | 98074-7269 | (425) 659-3414 |
| 0581 | BHE OF BALLARD, LLC | 2032 NW MARKET ST | SEATTLE | Washington | 98107-4012 | (206) 330-0510 |
| 0580 | BHE OF BELLTOWN, LLC | 2310 5TH AVE | SEATTLE | Washington | 98121-1863 | (206) 855-5089 |
| 0160 | BHE OF CAPITOL HILL, LLC | 519 BROADWAY E | SEATTLE | Washington | 98102-5023 | (206) 467-1690 |
| 0159 | BHE OF LOWER QUEEN ANNE, LLC | 500 MERCER ST | SEATTLE | Washington | 98109-4654 | (206) 282-0557 |
| 0584 | BHE OF U DISTRICT, LLC | 7317 35TH AVE NE | SEATTLE | Washington | 98115-5918 | (206) 330-0502 |
| 0577 | BHE OF WALLINGFORD, LLC | 1325 N 45TH ST | SEATTLE | Washington | 98103-6704 | (206) 922-3190 |
| 0586 | BHE OF WEST SEATTLE, LLC | 4755 FAUNTLEROY WAY SW | SEATTLE | Washington | 98116-4669 | (206) 438-9974 |
| 0571 | BHE OF SHORELINE, LLC | 18336 AURORA AVE N | SHORELINE | Washington | 98133-4526 | (206) 504-1511 |
| 0485 | WAFIT NORTH LLC | 410 E HOLLAND AVE | SPOKANE | Washington | 99218-1256 | (509) 904-1440 |
| 0484 | 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 |
| 0512 | FITZONE 4, LLC | 530 SE 192ND AVE | VANCOUVER | Washington | 98683-9681 | (360) 524-4012 |
| 1458 | JM ~~Vancouver Waterfront~~VANCOUVER WATERFRONT LLC | 741 W. COLUMBIA WAY | VANCOUVER | Washington | 98660 | (360) 602-6444 |
| 0513 | JM VANCOUVER, LLC | 7902 NE 6TH AVE | VANCOUVER | Washington | 98665-8152 | (360) 654-6002 |
| 0823 | BNC FITNESS, 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 |

| # | Franchise Entity Name | Studio Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| 0824 | BNC FITNESS II, LLC | 310 SOUTHRIDGE BLVD | CHARLESTON | West Virginia | 25309-9434 | (304) 529-1100 |
| 1439 | HM ~~Fitness~~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 |
| 0095 | OT WISCONSIN BROOKFIELD, LLC | 95 N MOORLAND RD | BROOKFIELD | Wisconsin | 53005-6057 | (262) 439-8402 |
| 0096 | OT WISCONSIN DELAFIELD, LLC | 3149 GOLF RD | DELAFIELD | Wisconsin | 53018-2156 | (262) 510-0566 |
| 0340 | RESOLUTE FITNESS MADISON, LLC | 7803 MINERAL POINT RD | MADISON | Wisconsin | 53717-1604 | (608) 960-4044 |
| 0341 | UNBOUNDED FITNESS MADISON, LLC | 2501 W BELTLINE HWY | MADISON | Wisconsin | 53713-2321 | (608) 709-8099 |
| 1324 | OT WISCONSIN MENOMONEE FALLS, LLC | W180N9460 PREMIER LN | MENOMONEE FALLS | Wisconsin | 53051-8021 | (262) 509-3004 |
| 0441 | BEN I FIT ~~LLC~~INC. | 6071 W MEQUON RD | MEQUON | Wisconsin | 53092-1950 | (262) 457-7880 |
| 0831 | 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 ~~WAUWATOSA~~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~~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, ~~2022~~2023:

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| ~~1360~~ | ~~NICHEFITNESS12, LLC~~ | ~~Alabaster~~ | ~~Alabama~~ | ~~(205) 937-0828~~ |
| 1359 | NICHEFITNESS11, LLC | Mountain Brook | Alabama | (205) 937-0828 |
| ~~0670~~ | ~~S&B II, LLC~~ | ~~S. ANCHORAGE~~ | ~~Alaska~~ | ~~(907) 230-9060~~ |
| 1573 | FIVENDONE, LLC | Anthem | Arizona | (951) 294-7833 |
| ~~1391~~1430 | ~~Harrison East Fitness Partners~~AR HITT, LLC | ~~Tolleson~~Conway | ~~Arizona~~Arkansas | (~~813~~917) ~~440-8980~~613-9651 |
| ~~1426~~1425 | AR HIIT, LLC | ~~Texarkana~~Downtown Little Rock | Arkansas | (917) 613-9651 |
| ~~1486~~1428 | ~~West Coast Fitness~~AR HIIT, LLC~~-1486~~ | ~~Beverly Illls~~Maumelle | ~~California~~Arkansas | (~~310~~917) ~~429-6461~~613-9651 |
| 1427 | AR HIIT, LLC | Springdale | Arkansas | (917) 613-9651 |
| 1426 | AR HIIT, LLC | Texarkana | Arkansas | (917) 613-9651 |
| 1272 | IMGD MANAGEMENT, INC. | Cerritos | California | (~~954~~562) ~~298-3136~~353-7441 |
| ~~1462~~1595 | ~~SFFIT Ventures~~BAUTISTA FITNESS CO LLC~~-1462~~ | ~~Costa Mesa~~DAVIS | California | (~~949~~530) ~~701-7702~~867-2305 |
| 1002 | SAND IN YOUR TOES LLC | DAVIS | California | (310) ~~429-6461~~566-4031 |
| ~~1498~~ | ~~West Coast Fitness, LLC~~ | ~~East Bakersfield~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1463~~ | ~~SFFIT Ventures, LLC - 1463~~ | ~~Fullerton~~ | ~~California~~ | ~~(949) 701-7702~~ |
| 1073 | MIGA DESERT CONSULTANTS, LLC | La Quinta | California | (954) 298-3136 |
| ~~1480~~ | ~~WCF HOLLYWOOD LLC~~ | ~~LOS ANGELES~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~0928~~ | ~~KAM FITNESS, LLC~~ | ~~MILPITAS~~ | ~~California~~ | ~~(715) 377-8502~~ |
| 1386 | WCF ~~Mountain View~~MOUNTAIN VIEW E LLC | MOUNTAIN VIEW | California | (~~310~~650) ~~429-6461~~966-5944 |
| ~~1373~~ | ~~Sactown Bassel Fitness LLC~~ | ~~North Rocklin~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1497~~ | ~~West Coast Fitness LLC~~ | ~~North Rocklin~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1337~~ | ~~SFFIT VENTURES LLC - 1337~~ | ~~Oakland~~ | ~~California~~ | ~~(949) 701-7702~~ |
| 0057 | SFFIT ORI, LLC | ORINDA | California | (~~954~~949) ~~530-6903~~701-7702 |
| ~~1483~~ | ~~West Coast Fitness, LLC - 1483~~ | ~~Palo Alto~~ | ~~California~~ | ~~(310) 429-6461~~ |

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| ~~1338~~ | ~~SFFIT VENTURES LLC - 1338~~ | ~~Piedmont~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1172~~ | ~~KOMA VENTURES VI LLC~~ | ~~San Bruno~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1459~~ | ~~SD FIT9 LLC~~ | ~~SAN DIEGO~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1460~~ | ~~SDFIT PCB LLC~~ | ~~San Diego-Pacific Beach~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1153~~ | ~~SFFIT LV LLC~~ | ~~SAN FRANCISCO~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1150~~ | ~~SFFIT PH LLC~~ | ~~SAN FRANCISCO~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1154~~ | ~~SFFIT VENTURES LLC 1154~~ | ~~San Francisco~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1155~~ | ~~SFFIT VENTURES LLC -1155~~ | ~~San Francisco~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1151~~ | ~~SFFIT VN LLC~~ | ~~SAN FRANCISCO~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1482~~ | ~~West Coast Fitness,LLC - 1482~~ | ~~San Mateo East~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1446~~ | ~~WCF Santa Clara Univ LLC~~ | ~~Santa Clara~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1484~~ | ~~West Coast Fitness, LLC - 1484~~ | ~~Santa Monica-Ocean Park~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1461~~ | ~~SFFIT Ventures LLC - 1461~~ | ~~Santee~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1340~~ | ~~SFFIT VENTURES - 1340~~ | ~~South Oakland~~ | ~~California~~ | ~~(949) 701-7702~~ |
| ~~1481~~ | ~~West Coast Fitness, LLC - 1481~~ | ~~Studio City~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1127~~ | ~~We Burn 4 U, LLC~~ | ~~Sunnyvale North~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1485~~ | ~~West Coast Fitness, LLC-1485~~ | ~~Toluca Lake~~ | ~~California~~ | ~~(310) 429-6461~~ |
| ~~1031~~ | ~~143 LLC~~ | ~~Ventura~~ | ~~California~~ | ~~(425) 830-0950~~ |
| ~~1385~~ | ~~Clementine Fitness LLC~~ | ~~Visalia~~ | ~~California~~ | ~~(480) 797-0766~~ |
| 1469 | ~~Dyer Enterprises~~DYER ENTERPRISES III, LLC | Windsor | California | (707) 481-7574 |
| 1342 | SPH ~~Enterprises~~ENTERPRISES, LLC | Woodbury | California | (949) 308-0005 |
| 1020 | FIT IN ~~ARVADA~~ WEST ARVADA LLC | Arvada ~~West~~ | Colorado | (~~303~~719) ~~895-9516~~785-1234 |
| 1514 | FIT IN EVERGREEN LLC | Evergreen | Colorado | (321) 246-1879 |
| 1410 | WSH ~~Five Points~~FIVE POINTS, LLC | Five Points | Colorado | (~~555~~303) ~~555-5555~~523-9887 |
| 1539 | WSH GRAND JUNCTION, LLC | Grand Junction | Colorado | (303) 523-9887 |
| 1237 | WSH ~~PARENT FITNESS~~LONGMONT, LLC | LONGMONT | Colorado | (~~303~~970) ~~722-0544~~568-5305 |
| ~~1300~~ | ~~M2 Manchester L.L.C.~~ | ~~Avon~~ | ~~Connecticut~~ | ~~(860) 438-6390~~ |
| ~~0809~~ | ~~TL FITNESS 2, LLC~~ | ~~Danbury~~ | ~~Connecticut~~ | ~~(516) 316-6469~~ |
| ~~1252~~ | ~~SOUTHFIT LLC~~ | ~~Southington~~ | ~~Connecticut~~ | ~~(954) 830-5133~~ |
| 1190 | EMPIRE STUDIO 1190 LLC | Walter Reed | District of Columbia | (~~908~~443) ~~400-0831~~838-3111 |
| 1277 | HH FITNESS BROOKLAND, LLC | Washington DC | District of Columbia | (~~404~~202) ~~606-0267~~908-4250 |

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| ~~0861~~ | ~~NASH FITNESS APOPKA, LLC~~ | ~~Apopka~~ | ~~Florida~~ | ~~(352) 339-6282~~ |
| ~~1570~~ | ~~BRICKELL ELITE ATHLETICS LLC~~ | ~~Brickell~~ | ~~Florida~~ | ~~(954) 298-3136~~ |
| ~~1092~~ | ~~ESTERO COACHING LLC~~ | ~~Estero~~ | ~~Florida~~ | ~~(281) 409-7126~~ |
| ~~1408~~ | ~~Dream Fitness, LLC~~ | ~~Gulf to Bay~~ | ~~Florida~~ | ~~(813) 368-6003~~ |
| 1253 | LUTZ COACHING LLC | Lutz | Florida | (281) 409-7126 |
| ~~1161~~ | ~~ALYKAY FITNESS V, LLC~~ | ~~miami~~ | ~~Florida~~ | ~~(305) 615-1299~~ |
| 1510 | EAST NAPLES COACHING LLC | Naples | Florida | (281) 409-7126 |
| 1521 | F14 ENTERPRISES~~,~~ LLC | Ormond Beach | Florida | (954) 915-8685 |
| 1522 | F15 ENTERPRISES~~,~~ LLC | Palm Coast | Florida | (954) 915-8685 |
| ~~0273~~ | ~~SOMI THREE, LLC~~ | ~~SOUTH MIAMI~~ | ~~Florida~~ | ~~(305) 992-5796~~ |
| ~~1569~~ | ~~F16 ENTERPRISES LLC~~ | ~~The Villages~~ | ~~Florida~~ | ~~(904) 238-5272~~ |
| 1542 | SAE FITNESS LLC | Westlake | Florida | (561) ~~722-0202~~459-3311 |
| ~~1286~~ | ~~F10 ENTERPRISES, LLC~~ | ~~World Golf Village~~ | ~~Florida~~ | ~~(954) 915-8685~~ |
| 1529 | HONORS HOLDINGS, LLC | Cartersville | Georgia | (404) 606-0267 |
| ~~1530~~ | ~~HONORS HOLDINGS, LLC~~ | ~~Statesboro~~ | ~~Georgia~~ | ~~(404) 606-0267~~ |
| ~~1560~~1591 | PAU LOA LLC | ~~Kapolei~~Hawaii Kai | Hawaii | (~~555~~707) ~~555-5555~~292-7754 |
| ~~1545~~ | ~~MAUI HEALTH AND FITNESS, LLC~~ | ~~Maui~~ | ~~Hawaii~~ | ~~(808) 866-9199~~ |
| 1561 | PAU LOA LLC | Pearl City | Hawaii | (~~555~~707) ~~555-5555~~292-7754 |
| 1361 | IDFIT CDA LLC | Coeur D'Alene | Idaho | (509) ~~951-2223~~220-9199 |
| 1580 | L5 FITNESS IDAHO LLC | Twin Falls | Idaho | (303) 941-3504 |
| 1204 | WINCITY FITNESS GROUP III, LLC | Carol Stream | Illinois | (630) 240-4192 |
| ~~0306~~ | ~~PERLOFF PROVIDENCE STUDIO #4 LLC~~ | ~~CHICAGO~~ | ~~Illinois~~ | ~~(920) 839-9282~~ |
| ~~0686~~ | ~~CHICAGOLAND FITNESS VIII, LLC~~ | ~~Chicago-South Loop(West)~~ | ~~Illinois~~ | ~~(914) 804-3274~~ |
| 1369 | ~~L5~~CHICAGOLAND FITNESS ~~ILLINOIS-SOUTH~~XVIII, LLC | Crystal Lake | Illinois | (~~303~~815) ~~941-3504~~846-6794 |
| 1516 | CHICAGOLAND FITNESS XIV, LLC | Deerfield | Illinois | (312) 804-3300 |
| ~~1519~~1588 | ~~L5~~CHICAGOLAND FITNESS ~~ILLINOIS-NORTH EAST,~~XIX LLC | ~~Lincolnwood~~Gurnee | Illinois | (~~303~~312) ~~941-3504~~804-3300 |
| ~~1548~~1519 | ~~L5~~CHICAGOLAND FITNESS ~~ILLINOIS-NORTH EAST,~~XX LLC | ~~Mundelein~~Lincolnwood | Illinois | (~~303~~248) ~~941-3504~~645-2600 |
| ~~1350~~ | ~~Hearne Fitness Three LLC - 1350~~ | ~~OAK PARK~~ | ~~Illinois~~ | ~~(312) 292-1617~~ |

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| 1370 | L5 FITNESS ILLINOIS-SOUTH, LLC | Oaklawn | Illinois | (303406) 941-3504698-0888 |
| 1520 | L5 FITNESS ILLINOIS-WEST, LLC | Oswego | Illinois | (303) 941-3504 |
| 1011 | SC FITNESS LLC | Peoria | Illinois | (312) 804-0989 |
| 1470 | L5 FITNESS ILLINOIS-SOUTH, LLC | SHILOH | Illinois | (303) 941-3504 |
| 1518 | L5 FITNESS ILLINOIS-SOUTH, LLC | Tinley Park | Illinois | (303708) 941-3504429-5553 |
| 1383 | OT Indiana Brownsburg, LLC | BROWNSBURG | Indiana | (555) 555-5555 |
| 1398 | DAVIS FITNESS STUDIO VI LLC | Clarksville | Indiana | (502) 817-4975 |
| 1464 | Circle City Fitness, LLC | Downtown West Indy | Indiana | (317) 407-8437 |
| 1384 | OT Indiana SouthportINDIANA SOUTHPORT, LLC | INDIANAPOLIS | Indiana | (202317) 210-0492983-2113 |
| 1309 | OT IOWA ALTOONA, LLC | Altoona | Iowa | (202) 210-0492 |
| 1281 | BOTK2, LLC | Manhattan | Kansas | (404) 606-0267 |
| 1282 | BOTK3, LLC | Topeka | Kansas | (404) 606-0267 |
| 1546 | WAYMAN FITNESS III, INC. | Wichita | Kansas | (316) 393-2655 |
| 1502 | Georgetown AfterburnGEORGETOWN AFTERBURN LLC | GEORGETOWN | Kentucky | (859) 536-4255 |
| 1492 | MAR10, LLC | Owensboro | Kentucky | (812) 499-7401 |
| 1192 | HAWTHORNE NOLA6 LLC | TBD | Louisiana | (954) 607-7552 |
| 0716 | HHH Fitness ThreeFITNESS THREE LLC | Bangor | Maine | (908207) 400-0831810-3198 |
| 1366 | DK 2 LLC | Westbrook | Maine | (908) 400-0831 |
| 1325 | Charm City FItness Partners LLC | Baltimore | Maryland | (301) 606-7925 |
| 1579 | MARYLAND FITNESS PARTNERS, L.L.C. | Fulton | Maryland | (301) 606-7925 |
| 1326 | HOCO Fitness PartnersFITNESS 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 |
| 1527 | HONORS HOLDINGS, LLC | Boston-Fenway | Massachusetts | (404) 606-0267 |
| 1210 | Bish 5BISH FIVE, LLC | Framingham | Massachusetts | (404508) 606-0267365-2897 |
| 15331585 | HONORS HOLDINGSJHAH, LLC | N. CambridgeClarkston | MassachusettsMichigan | (404248) 606-0267635-5954 |
| 1217 | Bish One Merge LLC | Seaport-Boston | Massachusetts | (404) 606-0267 |
| 1553 | GH DEVELOPMENT HOLDINGS, LLC | Grand Haven | Michigan | (734616) 301-1510377-4911 |

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| ~~1575~~1593 | ~~BGH DEVELOPMENT,~~SUNNY VENTURES LLC | ~~Grandville~~Grand Rapids-SE | Michigan | (~~734~~231) ~~301-1510~~282-4962 |
| ~~1380~~1596 | ~~L5 Fitness Michigan,~~CHL FITNESS LLC~~ - 1380~~ | ~~Macomb~~South Lyon | Michigan | (~~303~~248) ~~941-3504~~719-6160 |
| ~~1382~~1586 | ~~L5 Fitness Michigan~~JPJH, LLC~~ - 1382~~ | ~~Novi~~White Lake | Michigan | (~~303~~248) ~~941-3504~~635-5954 |
| ~~1479~~ | ~~Tip of the Mitt Fitness, LLC~~ | ~~Traverse City~~ | ~~Michigan~~ | ~~(269) 207-0678~~ |
| 1437 | ~~Blaine Shoreview Fitness,~~BLAINE SHOREVIEW FITNESS LLC | Blaine Shoreview | Minnesota | (651) ~~442-1060~~270-5101 |
| 1435 | ~~Bloomington Fitness~~BLOOMINGTON FITNESS, LLC | Bloomington | Minnesota | (651) ~~442-1030~~270-5101 |
| ~~1434~~ | ~~Champlin Brooklyn Park Fitness, LLC~~ | ~~Brooklyn Park~~ | ~~Minnesota~~ | ~~(651) 270-5101~~ |
| 1436 | ~~Lakeville Fitness~~LAKEVILLE FITNESS, LLC | Lakeville | Minnesota | (651) ~~442-1060~~270-5101 |
| 1556 | ~~BLAINE SHOREVIEW~~MINNEAPOLIS EAST FITNESS, LLC | Minneapolis-East | Minnesota | (651) 270-5101 |
| 1555 | ~~BLAINE SHOREVIEW~~OAKDALE FITNESS, LLC | Oakdale | Minnesota | (651) 270-5101 |
| ~~1554~~ | ~~BLAINE SHOREVIEW FITNESS, LLC~~ | ~~Stillwater~~ | ~~Minnesota~~ | ~~(651) 270-5101~~ |
| ~~0994~~ | ~~TRI-POWER GULF COAST, LLC~~ | ~~Gulfport/Biloxi~~ | ~~Mississippi~~ | ~~(225) 266-1055~~ |
| ~~1549~~ | ~~HH KNOXVILLE NORTHSHORE LLC~~ | ~~Knoxville-Nothshore~~ | ~~Mississippi~~ | ~~(404) 606-0267~~ |
| ~~1392~~ | ~~Independence Missouri Fitness Partners LLC~~ | ~~Blue Springs~~ | ~~Missouri~~ | ~~(813) 440-8980~~ |
| 0739 | L5 FITNESS MISSOURI, LLC | Clayton | Missouri | (303) 941-3504 |
| ~~1368~~ | ~~Wolverine Enterprises LLC~~ | ~~Des Peres~~ | ~~Missouri~~ | ~~(314) 330-4459~~ |
| 1547 | L5 FITNESS MISSOURI, LLC | O'Fallon | Missouri | (303) 941-3504 |
| ~~0785~~ | ~~ZONE FITNESS 2 LLC~~ | ~~Springfield-West~~ | ~~Missouri~~ | ~~(720) 810-2064~~ |
| 0738 | L5 FITNESS MISSOURI, LLC | Twin Oaks | Missouri | (303) 941-3504 |
| ~~1364~~ | ~~Capital City Fitness LLC~~ | ~~Helena~~ | ~~Montana~~ | ~~(425) 420-6656~~ |
| 1532 | HH FITNESS CARSON CITY LLC | Carson City | Nevada | (~~404~~775) ~~606-0267~~260-1827 |
| 0729 | OTLV3, LLC | North Las Vegas | Nevada | (~~404~~702) ~~606-0267~~329-9179 |
| ~~1534~~ | ~~HONORS HOLDINGS, LLC~~ | ~~Red Rock~~ | ~~Nevada~~ | ~~(404) 606-0267~~ |
| ~~0492~~ | ~~HH SPARKS LLC~~ | ~~RENO NORTH~~ | ~~Nevada~~ | ~~(404) 606-0267~~ |
| 1566 | EMPIRE LEBANON LLC | Lebanon | New Hampshire | (908) 400-0831 |
| ~~1374~~ | ~~Florham Fitness LLC~~ | ~~Bernardsville~~ | ~~New Jersey~~ | ~~(908) 283-0904~~ |
| 1180 | M2 ~~Edison~~EDISON LLC | Edison | New Jersey | (973) 400-9676 |
| 1004 | BERNARDS FITNESS LLC | Florham Park | New Jersey | (908) 283-0904 |

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| ~~0170~~ | ~~MORFITNESS LLC~~ | ~~MORRISTOWN~~ | ~~New Jersey~~ | ~~(908) 283-0904~~ |
| 1571 | M2 JERSEY CITY 2 LLC | Paulus Hook | New Jersey | (973201) ~~229-4394~~535-4558 |
| ~~0614~~ | ~~M3FITNESS, LLC~~ | ~~Skillman~~ | ~~New Jersey~~ | ~~(201) 341-5930~~ |
| 0719 | HHH ~~Fitness Four~~FITNESS FOUR LLC | Somerset | New Jersey | (732) ~~730-2365~~598-7630 |
| ~~0992~~ | ~~HUDSON FITNESS NJ 3, LLC~~ | ~~Succasunna~~ | ~~New Jersey~~ | ~~(917) 584-7475~~ |
| ~~1563~~ | ~~EMPIRE WARREN LLC~~ | ~~Warren~~ | ~~New Jersey~~ | ~~(908) 400-0831~~ |
| ~~1328~~ | ~~EMPIRE STUDIO 1328 LLC~~ | ~~West Caldwell~~ | ~~New Jersey~~ | ~~(908) 400-0831~~ |
| ~~1022~~ | ~~92 FITNESS CREW NY5, LLC~~ | | ~~New York~~ | ~~(404) 849-2455~~ |
| ~~1562~~ | ~~92 FITNESS CREW NY7, LLC~~ | ~~Astoria~~ | ~~New York~~ | ~~(404) 849-2455~~ |
| ~~1173~~ | ~~OTB1NY, LLC~~ | ~~Brooklyn~~ | ~~New York~~ | ~~(404) 606-0267~~ |
| 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~~ |
| ~~0830~~ | ~~ADL3, LLC~~ | ~~East Islip~~ | ~~New York~~ | ~~(516) 526-5356~~ |
| ~~1182~~ | ~~CIC FIT II, LLC~~ | ~~Fresh Meadows-Jamaica~~ | ~~New York~~ | ~~(516) 606-7628~~ |
| 1222 | GLENMONT FITNESS, LLC | Glenmont | New York | (518) 992-4910 |
| ~~1223~~ | ~~GREECE FITNESS, LLC~~ | ~~Greece~~ | ~~New York~~ | ~~(518) 992-4910~~ |
| 1377 | HMT FITNESS LLC | Hamptons | New York | (561) 561-8524 |
| ~~1345~~1449 | ~~HV FITNESS~~FIT4LIFE NYC LLC | ~~Hicksville~~Howard Beach | New York | (561954) ~~561-8524~~609-8566 |
| 1346 | HTN FITNESS LLC | Huntington | New York | (561) 561-8524 |
| ~~1449~~ | ~~Fit4Life NYC LLC~~ | ~~Kew Gardens~~ | ~~New York~~ | ~~(516) 860-2001~~ |
| 0726 | PFM WC-2, LLC | NEW ROCHELE | New York | (~~718~~917) ~~926-7161~~578-3345 |
| ~~1540~~1022 | ~~EMPIRE STUDIO 1540~~92 FITNESS CREW NY5, LLC | New York | New York | (~~908~~404) ~~400-0831~~849-2455 |
| ~~1402~~ | ~~EMPIRE WEST VILLAGE LLC~~ | ~~New York~~ | ~~New York~~ | ~~(908) 400-0831~~ |
| ~~1401~~ | ~~EPOC DOWNTOWN ONE LLC~~ | ~~New York~~ | ~~New York~~ | ~~(908) 400-0831~~ |
| 1537 | MIDTOWN FITNESS PARTNERS, LLC | Nomad | New York | (646) 838-1020 |
| ~~0657~~1345 | ~~EU VORTEX II,~~WR FITNESS LLC | ~~NYACK~~Wading River | New York | (561) ~~866-9882~~561-8524 |
| ~~0755~~ | ~~PFM WC-3, LLC~~ | ~~RIVERDALE~~ | ~~New York~~ | ~~(917) 578-3345~~ |
| 0733 | ML FITNESS TWO LLC | WEST ~~VILLAGE MANHATTAN~~HARLEM | New York | (~~212~~646) ~~584-6277~~592-1834 |
| 1354 | 3QUEENFITNESS LLC | Whitestone-College Point | New York | (631) 414-7711 |

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| 1353 | ~~JMLewis Fitness~~JMLEWIS FITNESS, LLC | Yonkers | New York | (908) 642-7633 |
| 1305 | NC01-BURLINGTON, LLC | Burlington | North Carolina | (202) 210-0492 |
| ~~1053~~ | ~~EPOC THREE LLC~~ | ~~CHARLOTTE~~ | ~~North Carolina~~ | ~~(908) 400-0831~~ |
| ~~1406~~ | ~~Studio Ten CLT Fitness Inc~~ | ~~Charlotte~~ | ~~North Carolina~~ | ~~(908) 400-0831~~ |
| 1307 | NC01- DUKE-9th STREET~~, LLC~~ | 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~~RALEIGH LAKE BOONE TRAIL, LLC | Raleigh Lake Boone | North Carolina | (202) 210-0492 |
| 1164 | BISMARCK FITNESS, LLC | Bismarck | North Dakota | (651) 270-5101 |
| 1296 | BASSEL PARIS OF AMERICA LLC | Blue Ash- The Summit | Ohio | (~~310~~513) ~~429-6461~~991-6322 |
| ~~1499~~ | ~~West Coast Fitness, LLC~~ | ~~Centerville~~ | ~~Ohio~~ | ~~(310) 429-6461~~ |
| 1433 | ~~Fifth and Fit~~FIFTH AND FIT,LLC | COLUMBUS | Ohio | (614) 706-0305 |
| ~~1500~~ | ~~West Coast Fitness, LLC~~ | ~~Downtown Cincy~~ | ~~Ohio~~ | ~~(310) 429-6461~~ |
| 1583 | S&C FITNESS VI, LLC | Lebanon | Ohio | (513) 205-6763 |
| 1574 | WEST COAST FITNESS, LLC | Olde West Chester | Ohio | (310) 566-4031 |
| 1388 | ~~Broken Arrow Fitness Partners~~BOKEN ARROW FITNESS PARTNERS, LLC | Broken Arrow | Oklahoma | (~~813~~918) ~~440-8980~~600-1056 |
| ~~1419~~ | ~~Jenks Fitness Partners LLC~~ | ~~Jenks-Glenpool~~ | ~~Oklahoma~~ | ~~(813) 817-9645~~ |
| ~~1241~~ | ~~KINGSPOINTE FITNESS PARTNERS LLC~~ | ~~Kingspointe Village~~ | ~~Oklahoma~~ | ~~(813) 817-9645~~ |
| ~~1418~~ | ~~Midtown OKC Fitness Partners LLC~~ | ~~Midtown~~ | ~~Oklahoma~~ | ~~(813) 817-9645~~ |
| ~~1387~~ | ~~Owasso Fitness Partners LLC~~ | ~~Owasso~~ | ~~Oklahoma~~ | ~~(813) 817-9645~~ |
| 1294 | OKIE FITNESS LLC | ~~South OKC~~Oklahoma City | Oklahoma | (405) 642-9536 |
| ~~1417~~1387 | ~~West Tulsa Fitness Partners~~OWASSO FITNESS PARTNERS LLC | ~~West Tulsa~~Owasso | Oklahoma | (813) ~~817-9645~~440-8980 |
| ~~1416~~ | ~~Yukon Fitness Partners LLC~~ | ~~Yukon~~ | ~~Oklahoma~~ | ~~(813) 817-9645~~ |
| 1432 | ~~Icon Wellness~~ICON WELLNESS LLC | South Eugene | Oregon | (561) 324-9643 |
| 1242 | TANGERINE HOLDINGS~~,~~ LLC | Downtown Pittsburgh | Pennsylvania | (412) 580-5713 |
| ~~1442~~ | ~~MAB Management, LLC- 1442~~ | ~~Mechanicsburg~~ | ~~Pennsylvania~~ | ~~(404) 606-0267~~ |
| ~~0540~~ | ~~NEWTOWN SQUARE FITNESS PARTNERS, LLC~~ | ~~NEWTOWN SQUARE~~ | ~~Pennsylvania~~ | ~~(917) 843-3386~~ |
| ~~1196~~ | ~~SCR FITNESS LLC - 1196~~ | ~~Scranton~~ | ~~Pennsylvania~~ | ~~(570) 760-4477~~ |
| ~~0541~~ | ~~RED LION FITNESS PARTNERS, LLC~~ | ~~Society Hill~~ | ~~Pennsylvania~~ | ~~(917) 843-3386~~ |
| ~~1441~~ | ~~MAB Management, LLC~~ | ~~York~~ | ~~Pennsylvania~~ | ~~(404) 606-0267~~ |
| 1526 | HONORS HOLDINGS, LLC | Smithfield | Rhode Island | (~~404~~401) ~~606-0267~~600-4878 |
| ~~0595~~ | ~~HH ANDERSON LLC~~ | ~~Anderson~~ | ~~South Carolina~~ | ~~(404) 606-0267~~ |

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| 1453 | HH LYNCHBURG LLC | Beaufort | South Carolina | (404843) 606-0267278-0115 |
| 1531 | HONORS HOLDINGS, LLC | Bluffton | South Carolina | (404) 606-0267 |
| 1444 | BAM Maryville, LLC | Maryville | Tennessee | (865) 654-1634 |
| 1466 | Downtown Fit LLC | Nashville | Tennessee | (954) 683-5040 |
| 1299 | VSB VENTURES VI, LLC | Bishop Arts | Texas | (214) 673-5425 |
| 15581557 | 903940 HORNED FROG FITNESS L.L.C. | DenisonAnna 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 | (303915) 941-3504845-9200 |
| 1471 | Valencia Fitness 36, LLC | Frisco | Texas | (214) 585-8134 |
| 1512 | VALENCIA FITNESS 39, LLC | Garland | Texas | (214) 585-8134 |
| 1390 | BAR W FITNESS PARTNERS LLC | GEORGETOWN | Texas | (813) 440-8980 |
| 1474 | VALENCIA FITNESS 41, LLC | Grand Prarire | Texas | (214) 585-8134 |
| 1475 | VALENCIA FITNESS 42, LLC | Highland Meadows | Texas | (214) 585-8134 |
| 1319 | MED CENTER COACHING LLC | HOUSTON | Texas | (281) 409-7126 |
| 1472 | Valencia Fitness 37, LLC | Irving | Texas | (214) 585-8134 |
| 1454 | Park North Fitness Partners LLC | Park North | Texas | (737) 300-6085 |
| 1550 | REGULUS FITNESS III, LLC | Victoria | Texas | (956) 495-3004 |
| 1511 | VALENCIA FITNESS 38, LLC | Waxahachie | Texas | (214) 585-8134 |
| 1557 | 940 HORNED FROG FITNESS L.L.C. | Wichita Falls | Texas | (469) 400-7634 |
| 1476 | VALENCIA FITNESS 43, LLC | Wylie | Texas | (214) 585-8134 |
| 1544 | L5 FITNESS UTAH, LLC | Bonneville | Utah | (303248) 941-3504645-2600 |
| 1572 | L5 FITNESS UTAH, LLC | Heber City | Utah | (303) 941-3504 |
| 15061507 | HB Tanner Holdings VTANNER HOLDINGS IV, LLC | North OgdenPleasant View | Utah | (801385) 710-4496244-4465 |
| 1506 | HB TANNER HOLDINGS V, LLC | Pleasant View | Utah | (385) 244-4465 |
| 1233 | L5 FITNESS UTAH, LLC | Saratoga Springs | Utah | (303385) 941-3504498-4982 |
| 1543 | L5 FITNESS UTAH, LLC | Taylorsville | Utah | (303801) 941-3504383-2755 |
| 1507 | HB Tanner Holdings, IV, LLC | West Ogden | Utah | (801) 710-4496 |
| 1541 | EMPIRE STUDIO 1541 LLC | Williston | Vermont | (908) 400-0831 |
| 1276 | MDMS CAPITAL VA6 LLC | Arlington - Lee Hwy | Virginia | (305) 357-3283 |
| 0799 | HART FITNESS 3 INC | Dumfries | Virginia | (954) 398-4004 |

| # | Franchise Entity Name | City | State | Phone |
|---|---|---|---|---|
| ~~1565~~ | ~~EMPIRE STUDIO 1565 LLC~~ | ~~Great Falls~~ | ~~Virginia~~ | ~~(908) 400-0831~~ |
| 1568 | EMPIRE STUDIO 1568 LLC | Herndon | Virginia | (908) 400-0831 |
| ~~0922~~ | ~~HH FITNESS MANASSAS LLC~~ | ~~Manassas~~ | ~~Virginia~~ | ~~(404) 606-0267~~ |
| 1567 | EMPIRE PORTFOLIO GROUP ACQUISTION LLC | Warrenton | Virginia | (908) 400-0831 |
| 0840 | S VA FITNESS R4, LLC | Woodlake | Virginia | (~~256~~571) ~~529-8181~~206-2594 |
| 1452 | ~~BHEOF~~BHE OF KENT, LLC | KENT | Washington | (~~281~~704) ~~409-7126~~906-3260 |
| 1552 | BHE OF NORMANDY PARK, LLC | Normandy Park | Washington | (281) 409-7126 |
| 1376 | WAFIT VALLEY LLC | Spokane Valley | Washington | (509) ~~951-2223~~220-9199 |
| 1465 | BHE OF BELLINGHAM, LLC | Washington | Washington | (~~281~~564) ~~409-7126~~888-2420 |
| ~~1551~~ | ~~HM FITNESS II, LLC~~ | ~~Bridgeport~~ | ~~West Virginia~~ | ~~(609) 217-9387~~ |
| 1321 | OT WISCONSIN MADISON, LLC | Downtown Madison | Wisconsin | (~~202~~414) ~~210-0492~~467-3640 |
| 1323 | OT WISCONSIN GREENDALE, LLC | Greendale | Wisconsin | (~~202~~414) ~~210-0492~~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**

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**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM**

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## LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

### Franchisees Who Left System After Studio Opened in Fiscal Year Ending December 31, ~~2022~~2023

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 ending December 31, ~~2022~~2023. This list includes franchisees (or owners of franchisees) who transferred a controlling interest in a Studio during the fiscal year ending December 31, ~~2022~~2023. No franchisees have failed to communicate with us within 10 weeks of the issuance date of this disclosure document.

| # | Franchise Entity Name | City | State | Phone | Reason |
|---|---|---|---|---|---|
| ~~1270~~0211 | ~~Glendale Fitness Partners~~NICHEFITNESS5, LLC | ~~GLENDALE~~Hoover | ~~Arizona~~AL | ~~(623) 439-2300~~205-937-0828 | Ceased Operations |
| ~~1121~~1431 | ~~Peoria Fitness Partners~~AR HIIT, LLC | ~~PEORIA~~Bentonville | ~~Arizona~~AR | ~~(623) 201-8588~~917-613-9651 | ~~Ceased Operations~~Transfer |
| ~~0119~~1146 | ~~WCF WEST HOLLYWOOD~~AR HIIT, LLC | ~~LOS ANGELES~~Bryant | ~~California~~AR | ~~(323) 282-5595~~917-613-9651 | ~~Ceased Operations~~Transfer |
| ~~1055~~0996 | ~~KOMA VENTURES V~~AR HIIT, LLC | ~~SANTA CLARA~~Fayetteville | ~~California~~AR | ~~(408) 675-3338~~917-613-9651 | ~~Ceased Operations~~Transfer |
| ~~0889~~1429 | ~~OTF AMERICAN CANYON~~AR HIIT, LLC | ~~VALLEJO~~Fort Smith | ~~California~~AR | ~~(949) 701-7702~~917-613-9651 | Transfer |
| ~~0337~~1147 | ~~HART FITNESS INC.~~AR HIIT, LLC | ~~CUTLER BAY~~Jonesboro | ~~Florida~~AR | ~~(305) 234-1141~~917-613-9651 | Transfer |
| ~~0084~~0404 | ~~FT. MYERS COACHING~~AR HIIT, LLC | ~~FORT MYERS~~Little Rock | ~~Florida~~AR | ~~(239) 243-0730~~917-613-9651 | ~~Ceased Operations~~Transfer |
| ~~0700~~0695 | ~~ATLANTEAN CAPITAL~~AR HIIT, LLC | ~~LAKE WORTH~~Little Rock | ~~Florida~~AR | ~~(561) 722-0202~~917-613-9651 | Transfer |

| # | Franchise Entity Name | City | State | Phone | Reason |
|---|---|---|---|---|---|
| 00530997 | OTDC1AR HIIT, LLC | MIAMI BEACHLittle Rock | FloridaAR | (954) 260-3284917-613-9651 | Transfer |
| 01280826 | S&B FITNESSAR HIIT, LLC | WELLINGTONRogers | FloridaAR | (561) 722-0202917-613-9651 | Transfer |
| 01930112 | PEACH FIT ONE,STDFIT LJA LLC | ROSWELLLa Jolla | GeorgiaCA | (205) 266-0817949-701-7702 | TransferNot Renewed |
| 01940114 | PEACH FIT TWO,SDFIT MVY LLC | SUWANEEMission Valley | GeorgiaCA | (205) 266-0817949-701-7702 | TransferCeased Operations |
| 08001235 | HANNUM FITNESS BOISEWSH CHERRY CREEK LLC | BOISECherry Creek | IdahoCO | (303) 941-3504303-523-9887 | TransferCeased Operations |
| 14051066 | HANNUMALPHA FITNESS EAGLECHRISTIANA LLC | MERIDIANChristiana | IdahoDE | (303) 941-3504732-668-4714 | TransferCeased Operations |
| 05230255 | HANNUM FITNESSLakewood Ranch Fitness Express LLC | MERIDIANBradenton | IdahoFL | (303) 941-3504941-320-6616 | Transfer |
| 05370195 | TLO INVESTMENTSBRANDON COACHING LLC | GENEVABrandon | IllinoisFL | (303) 941-3504850-450-2678 | TransferCeased Operations |
| 0012 | OTPBC1 LLC | Delray Beach | FL | 561-274-2550 | Ceased Operations |
| 1365 | GAINESVILLE COACHING III LLC | Gainesville-University | FL | 850-450-2678 | Ceased Operations |
| 0344 | OTF MILLENIA, LLC | Orlando | FL | 352-848-8238 | Ceased Operations |
| 08930254 | TLO II INVESTMENTSNorth Sarasota Fitness Express LLC | SAINT CHARLESSarasota | IllinoisFL | (303) 941-3504941-320-6616 | Transfer |
| 10830185 | OBFITSouth Sarasota Fitness Express LLC | SOUTH ELGINSarasota | IllinoisFL | (303) 941-3504941-320-6616 | Transfer |

| # | Franchise Entity Name | City | State | Phone | Reason |
|---|---|---|---|---|---|
| 08140087 | BRAVI,UP Fitness Express LLC | CEDAR RAPIDSUniversity Park | IowaFL | (813) 892-7035941-320-6616 | Transfer |
| 1138 | Top Gunn Fitness LLC | Warner Robins | GA | 651-329-4391 | Transfer |
| 00500480 | LEEWOOD FITNESS PARTNERSMAHALOBERRY, LLC | LEAWOODKapiolani-Pan Am | KansasHI | (913) 469-5200239-265-2580 | Ceased Operations |
| 0886 | FITNESS AMES, LLC | Ames | IA | 712-830-2917 | Ceased Operations |
| 09610347 | MM FITNESS IIIRileysquin Enterprises, LLC | BURNSVILLEClive | MinnesotaIA | (651) 270-5101515-783-8125 | Transfer |
| 10691310 | TC MARTINOT IOWA JOHNSTON-GRIMES, LLC | COTTAGE GROVEJohnston-Grimes | MinnesotaIA | (303) 522-8676202-210-0492 | TransferCeased Operations |
| 07881517 | MML5 FITNESS ILLINOIS-NORTHEAST, LLC | EAGANChicago-Clyborn Commons | MinnesotaIL | (612) 749-0305303-941-3504 | TransferCeased Operations |
| 09601228 | MM FITNESS IIL5 Fitness Illinois-North East, LLC | RICHFIELDHoffman Estates | MinnesotaIL | (612) 749-0305303-941-3504 | Transfer |
| 08251548 | ST. CLOUD FITNESSL5 Fitness Illinois-North East, LLC | WAITE PARKMundelein | MinnesotaIL | (763) 452-8348303-941-3504 | Transfer |
| 03511520 | TRACOURL5 Fitness Illinois-West, LLC | WOODBURYOswego | MinnesotaIL | (303) 522-8676303-941-3504 | Transfer |
| 04440680 | PEGRAM2105Co-Op Fitness of NWI, LLC | OXFORDCrown Point | MississippiIN | (404) 606-0267815-608-0888 | Transfer |
| 03780679 | ALLA FITNESSCo-Op Fitness LLC | PRINCETONDyer | New JerseyIN | (908) 400-0831815-608-0888 | Transfer |
| 05691168 | FAMILY FITNESS UNLIMITED FOUR,Co Fitness of Val Po LLC | ALBUQUERQUEValparaiso | New MexicoIN | (303) 941-3504815-608-0888 | Transfer |

| # | Franchise Entity Name | City | State | Phone | Reason |
|---|---|---|---|---|---|
| 05671250 | FAMILY FITNESS UNLIMITED TWO,HAWTHORNE NOLA4 LLC | ALBUQUERQUENew Orleans- Downtown | New MexicoLA | (303) 941-3504954-607-7552 | TransferCeased Operations |
| 1134 | MLW HOLDINGS LLC | Leominster | MA | 617-283-3990 | Ceased Operations |
| 1219 | MLW FAMILY LLC | Worcester | MA | 617-283-3990 | Ceased Operations |
| 0023 | CALHOUN ORANGE INC. | Minneapolis | MN | 952-484-3707 | Ceased Operations |
| 05661081 | FAMILYARNOLD FITNESS UNLIMITEDMO, LLC | ALBUQUERQUEOakville | New MexicoMO | (303) 941-3504786-255-9711 | TransferCeased Operations |
| 05681035 | FAMILY FITNESS UNLIMITEDL5 Fitness Missouri, LLC AND/OR ITS LLC ASSIGNEE | SANTA FESt. Louis | New MexicoMO | (303) 941-3504303-941-3504 | Transfer |
| 0222 | AUREUM, LLC | Nashua | NH | 908-400-0831 | Ceased Operations |
| 06150649 | NARANGI FARGOBN Fit LLC | FARGOSayville | North DakotaNY | (917) 945-0978631-414-7711 | Transfer |
| 1065611 | NARANGI GRAND FORKSBuckeye 22 Fitness, LLC | GRAND FORKSBexley | North DakotaOH | (917) 945-0978419-699-9118 | Transfer |
| 0608709 | DALLAS FITNESSDublin 22 Fitness Center, LLC | COLUMBUSDublin | OhioOH | (614) 264-1942419-699-9118 | Transfer |
| 11630380 | NARANGI SIOUX FALLSYoung Fitness 1, LLC | SIOUX FALLSHilliard | South DakotaOH | (917) 945-0978813-894-8910 | Transfer |
| 08280380 | LJAMES FITNESS,Young Fitness 3, LLC | BEARDENLewis Center | TennesseeOH | (404) 606-0267813-894-8910 | Transfer |
| 0260777 | LJAMES KNOXVILLEFort Meigs 22 Fitness Center, LLC | KNOXVILLEPerrysburg | TennesseeOH | (404) 606-0267419-699-9118 | Transfer |
| 0367683 | TYCMTJULIETGreat Lakes 22 Fitness Center, LLC | MT JULIETToledo | TennesseeOH | (404) 606-0267419-699-9118 | Transfer |

| # | Franchise Entity Name | City | State | Phone | Reason |
|---|---|---|---|---|---|
| ~~1456~~0380 | ~~EP FIT TWO,~~Young Fitness 4, LLC | ~~EL PASO~~Upper Arlington | ~~Texas~~OH | ~~(303) 941-3504~~813-894-8910 | Transfer |
| ~~1289~~0722 | ~~EP FIT,~~Young Fitness 2, LLC | ~~EL PASO~~Westerville | ~~Texas~~OH | ~~(303) 941-3504~~813-894-8910 | Transfer |
| ~~1108~~0380 | ~~NOVAFIT~~Young Fitness 5, LLC | ~~LEESBURG~~Worthington | ~~Virginia~~OH | ~~(703) 850-2533~~813-894-8910 | Transfer |
| ~~1136~~1357 | ~~123SUCCESS INC.~~TC BUSINESS LANCASTER LLC | ~~WINCHESTER~~Lancaster West | ~~Virginia~~PA | ~~(256) 529-8181~~415-497-5232 | ~~Transfer~~Ceased Operations |
| ~~1077~~1079 | ~~PUYALLUP FITNESS,~~ATASCOCITA COACHING LLC | ~~PUYALLUP~~Atascocita | ~~Washington~~TX | ~~(253) 848-0888~~850-450-2678 | Ceased Operations |
| 0849 | INTERVAL FITNESS OF ODESSA, LLC | Odessa | TX | 806-441-9094 | Ceased Operations |
| 0948 | DJD Fitness LLC | St. George | UT | 801 891-6497 | Transfer |
| 1114 | TYSON FITNESS LLC | Tysons Corner | VA | 908-400-0831 | Ceased Operations |

**Franchisees Who Left System Before Studio Opened in Fiscal Year Ending December 31, ~~2022~~2023:**

| # | Franchise Entity Name | City | State | Phone | Reason |
|---|---|---|---|---|---|
| 1360 | NICHEFITNESS12, LLC | Alabaster | Alabama | (205) 937-0828 | Termination |
| 0670 | S&B II, LLC | S. ANCHORAGE | Alaska | (907) 230-9060 | Termination |
| 1391 | HARRISON EAST FITNESS PARTNERS LLC | Tolleson | Arizona | (813) 817-9645 | Termination |
| ~~1521~~1430 | ~~AJ FITNESS~~AR HIIT, LLC | ~~Ormond Beach~~Conway | ~~Florida~~Arkansas | (~~478~~917) ~~957-3279~~613-9651 | Transfer |
| 1425 | AR HIIT, LLC | Little Rock | Arkansas | (917) 613-9651 | Transfer |
| 1428 | AR HIIT, LLC | Maumelle | Arkansas | (917) 613-9651 | Transfer |
| 1427 | AR HIIT, LLC | Springdale | Arkansas | (917) 613-9651 | Transfer |
| 1426 | AR HIIT, LLC | Texarkana | Arkansas | (917) 613-9651 | Transfer |
| 1486 | WEST COAST FITNESS, LLC | Beverly Hills | California | (310) 566-4031 | Termination |
| 1462 | SFFIT VENTURES LLC | Costa Mesa | California | (949) 701-7702 | Termination |
| 1498 | WEST COAST FITNESS, LLC | East Bakersfield | California | (310) 566-4031 | Termination |
| 1463 | SFFIT VENTURES LLC | Fullerton | California | (949) 701-7702 | Termination |
| 1373 | SACTOWN BASSEL FITNESS LLC | North Rocklin | California | (805) 540-0172 | Termination |
| 1497 | WEST COAST FITNESS, LLC | North Rocklin | California | (310) 566-4031 | Termination |
| 1483 | WEST COAST FITNESS, LLC | Palo Alto | California | (310) 566-4031 | Termination |
| 1338 | SFFIT VENTURES LLC | Piedmont | California | (949) 701-7702 | Termination |
| 1172 | KOMA VENTURES VI, LLC | San Bruno | California | (310) 566-4031 | Termination |
| 1153 | SFFIT LV LLC | SAN FRANCISCO | California | (949) 701-7702 | Termination |
| 1154 | SFFIT VENTURES LLC | San Francisco | California | (949) 701-7702 | Termination |
| 1155 | SFFIT VENTURES LLC | San Francisco | California | (949) 701-7702 | Termination |
| 1151 | SFFIT VN LLC | SAN FRANCISCO | California | (949) 701-7702 | Termination |
| 1482 | WEST COAST FITNESS, LLC | San Mateo East | California | (310) 566-4031 | Termination |
| 1005 | WCF SANTA CLARA UNI, LLC | SANTA CLARA | California | (408) 675-3338 | Termination |
| 1446 | WCF SANTA CLARA UNIV LLC | Santa Clara | California | (310) 566-4031 | Termination |
| 1484 | WEST COAST FITNESS, LLC | Santa Monica-Ocean Park | California | (310) 566-4031 | Termination |
| 1461 | SFFIT VENTURES LLC | Santee | California | (949) 701-7702 | Termination |

| # | Franchise Entity Name | City | State | Phone | Reason |
|---|---|---|---|---|---|
| 1340 | SFFIT VENTURES LLC | South Oakland | California | (949) 701-7702 | Termination |
| 1481 | WEST COAST FITNESS, LLC | Studio City | California | (310) 566-4031 | Termination |
| 1127 | WE BURN 4 U, LLC | Sunnyvale North | California | (408) 813-9711 | Termination |
| 1485 | WEST COAST FITNESS, LLC | Toluca Lake | California | (310) 566-4031 | Termination |
| 1385 | CLEMENTINE FITNESS LLC | Visalia | California | (480) 797-0766 | Termination |
| 15221408 | AJDREAM FITNESS, LLC | Palm CoastGulf to Bay | Florida | (478813) 957-3279368-6003 | TransferTermination |
| 1161 | ALYKAY FITNESS V, LLC | miami | Florida | (305) 615-1299 | Termination |
| 1530 | HONORS HOLDINGS, LLC | Statesboro | Georgia | (912) 250-0028 | Termination |
| 10410306 | C&Z FIT IV,PERLOFF PROVIDENCE STUDIO #4 LLC | GlenviewCHICAGO | Illinois | (312708) 699-9778361-9667 | Termination |
| 11921369 | KMML5 FITNESS VIIIILLINOIS-SOUTH, LLC | TBDCrystal Lake | LouisianaIllinois | (214303) 223-3237941-3504 | Transfer |
| 15491519 | CORE2000L5 FITNESS ILLINOIS-NORTH EAST, LLC | KNOXVILLE-NORTHSHORELincolnwood | MississippiIllinois | (504303) 312-1850941-3504 | Transfer |
| 1383 | OT INDIANA AR, LLC | BROWNSBURG | Indiana | (317) 969-8244 | Termination |
| 1464 | CIRCLE CITY FITNESS, LLC | Downtown West Indy | Indiana | (317) 407-8437 | Termination |
| 1281 | BOTK2, LLC | Manhattan | Kansas | (941) 204-4859 | Termination |
| 1282 | BOTK3, LLC | Topeka | Kansas | (941) 204-4859 | Termination |
| 1527 | HONORS HOLDINGS, LLC | Boston-Fenway | Massachusetts | (404) 606-0267 | Termination |
| 1533 | HONORS HOLDINGS, LLC | N. Cambridge | Massachusetts | (404) 606-0267 | Termination |
| 1217 | BISH ONE MERGE LLC | Seaport-Boston | Massachusetts | (617) 872-3443 | Termination |
| 1382 | L5 Fitness Michigan, LLC - 1382 | Novi | Michigan | (248) 710-0414 | Termination |
| 1479 | TIP OF THE MITT FITNESS, LLC | Traverse City | Michigan | (269) 207-0678 | Termination |
| 0994 | TRI-POWER GULF COAST, LLC | Gulfport/Biloxi | Mississippi | (225) 253-0191 | Termination |
| 1549 | HH KNOXVILLE NORTHSHORE | Knoxville-Northshore | Mississippi | (404) 606-0267 | Termination |
| 1392 | EASTLAND FITNESS PARTNERS LLC | Blue Springs | Missouri | (813) 817-9645 | Termination |
| 1364 | CAPITAL CITY FITNESS LLC | Helena | Montana | (425) 420-6656 | Termination |
| 1534 | HONORS HOLDINGS, LLC | Red Rock | Nevada | (404) 606-0267 | Termination |
| 0492 | HH SPARKS LLC | RENO NORTH | Nevada | (678) 533-6963 | Termination |
| 1374 | FLORHAM FITNESS LLC | Bernardsville | New Jersey | (908) 283-0904 | Termination |

| # | Franchise Entity Name | City | State | Phone | Reason |
|---|---|---|---|---|---|
| ~~1354~~1173 | ~~1QUEEN FITNESS~~OTB1NY, LLC | ~~Whitestone-College Point~~Brooklyn | New York | (~~631~~347) ~~414-7711~~479-1328 | ~~Transfer~~Termination |
| 1182 | CIC FIT II, LLC | Fresh Meadows-Jamaica | New York | (516) 606-7628 | Termination |
| 0657 | EU VORTEX II, LLC | NYACK | New York | (561) 866-9882 | Termination |
| ~~1164~~733 | ~~NARANGI BISMARCK~~ML FITNESS TWO LLC | ~~Bismarck~~West Harlem | ~~North Dakota~~New York | (~~917~~646) ~~945-0978~~592-1834 | Transfer |
| 1499 | WEST COAST FITNESS, LLC | Centerville | Ohio | (310) 566-4031 | Termination |
| 1500 | WEST COAST FITNESS, LLC | Downtown Cincy | Ohio | (310) 566-4031 | Termination |
| 1419 | JENKS FITNESS PARTNERS LLC | Jenks-Glenpool | Oklahoma | (813) 817-9645 | Termination |
| 1418 | MIDTOWN OKC FITNESS PARTNERS LLC | Midtown | Oklahoma | (813) 817-9645 | Termination |
| 1417 | WEST TULSA FITNESS PARTNERS LLC | West Tulsa | Oklahoma | (918) 981-2204 | Termination |
| 1416 | YUKON FITNESS PARTNERS LLC | Yukon | Oklahoma | (813) 817-9645 | Termination |
| 0540 | NEWTOWN SQUARE FITNESS PARTNERS, LLC | NEWTOWN SQUARE | Pennsylvania | (813) 817-9645 | Termination |
| 1196 | SCR FITNESS, LLC | Scranton | Pennsylvania | (570) 760-4477 | Termination |
| 0541 | RED LION FITNESS PARTNERS, LLC | Society HIll | Pennsylvania | (813) 817-9645 | Termination |
| 1441 | HH YORK LLC | York | Pennsylvania | (941) 204-4859 | Termination |
| 1531 | HONORS HOLDINGS, LLC | Bluffton | South Carolina | (404) 606-0267 | Termination |
| 1299 | VSB VENTURES VI, LLC | Bishop Arts | Texas | (214) 673-5425 | Termination |
| 1471 | VALENCIA FITNESS 36, LLC | Frisco | Texas | (214) 585-8134 | Termination |
| 1454 | BOERNE FITNESS PARTNERS LLC | Park North | Texas | (813) 817-9645 | Termination |
| 1276 | MDMS CAPITAL VA6 LLC | Arlington - Lee Hwy | Virginia | (305) 357-3283 | Termination |

**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**

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**FRANCHISE COMPLIANCE CERTIFICATE**

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## FRANCHISE COMPLIANCE CERTIFICATION

**THIS CERTIFICATION SHALL NOT BE COMPLETED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

**DO NOT SIGN THIS CERTIFICATION IF YOU ARE A RESIDENT OF MARYLAND OR THE BUSINESS IS TO BE OPERATED IN MARYLAND.**

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. **Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement**. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. You had your first face-to-face meeting with our representative on: _____, 20__.

2. Have you received and personally reviewed our Franchise Agreement and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

   Yes _____ No _____

3. Did you receive the Franchise Agreement and each related agreement, containing all material terms, at least 7 days before signing any binding agreement with us or an affiliate?*

   Yes _____ No _____

   * This does not include changes to any agreement arising out of negotiations you initiated with us.

4. Do you understand all of the information contained in the Franchise Agreement and each Addendum (if any) and related agreement provided to you?

   Yes _____ No _____

   If No, what parts of the Franchise Agreement, Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

5. Have you received and personally reviewed our Franchise Disclosure Document ("**FDD**") that was provided to you?

Yes _____ No _____

6. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?

Yes _____ No _____

7. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

8. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

9. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance?

Yes _____ No _____

10. Have you discussed the benefits and risks of purchasing a Studio franchise with an attorney, accountant or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

11. Do you understand that the success or failure of your ORANGETHEORY® Studio franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes _____ No _____

12. Do you understand that the COVID-19 pandemic may cause significant disruptions in customer demand; the supply chain for supplies, equipment, vehicles, and services; employee availability; your ability to construct and open your ORANGETHEORY® Studio; your ability to offer a full schedule of classes and to operate your Studio at full capacity; and other aspects of developing and operating your Studio for an indeterminate period?

Yes _____ No _____

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of an ORANGETHEORY® Studio franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

14. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating an ORANGETHEORY® Studio franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

15. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating an ORANGETHEORY® Studio franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

16. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

17. If you have answered "Yes" to any one of questions 13-16, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____

_____

_____

18. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the ORANGETHEORY® Studio franchise, meaning that any prior oral or written statements

not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?*

Yes _____ No _____

* Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

19. You signed the Franchise Agreement and Addendum (if any) and related agreements on _, 20__, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the "**Franchisee Applicant**" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

**FRANCHISEE APPLICANT:**

_____
Signature

_____
Printed Name

_____, 20__
Date

_____
Signature

_____
Printed Name

_____, 20__
Date

_____
Signature

_____
Printed Name

_____, 20__
Date

_____
Signature

_____
Printed Name

_____, 20__
Date

## 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 | ~~June 26, 2023~~Pending |
| Illinois | Pending |
| Indiana | ~~June 21, 2023~~Pending |
| Maryland | Pending |
| Michigan | June ~~7~~4, ~~2023~~2024 |
| Minnesota | ~~July 31, 2023~~Pending |
| New York | ~~August 8, 2023~~Pending |
| North Dakota | ~~July 25, 2023~~Pending |
| Rhode Island | ~~June 20, 2023~~Pending |
| South Dakota | ~~June 20, 2023~~Pending |
| Virginia | ~~July 28, 2023~~Pending |
| Washington | Pending |
| Wisconsin | June ~~8~~20, ~~2023~~2024 |

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.

## ITEM 23 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: June ~~7~~4, ~~2023~~2024

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

| Name | Principal Business Address | Telephone Number |
|---|---|---|
| □ David Long<br>□ Richard Armstrong<br>□ Parrish Lamb | 6000 Broken Sound Parkway NW, Suite 200<br>Boca Raton, FL 33487 | (954) 530-6903 |
| □ _____<br>(Area Representative (if any)) | | |

I received a disclosure document dated June ~~7~~4, ~~2023~~2024 (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; 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. Franchise Compliance Certification.

_____ _____

Signature (individually and as an officer) Date Disclosure Document Received

_____

Print Name **KEEP THIS COPY FOR YOUR RECORDS**

_____

Print Franchisee's Name (if an Entity)

## ITEM 23 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).

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_____ _____

Signature (individually and as an officer) Date Disclosure Document Received

_____

Print Name

**TO BE RETURNED TO US**

_____

Print Franchisee's Name (if an Entity)