ANYTIME FITNESS
FRANCHISE DISCLOSURE DOCUMENT

ANYTIME FITNESS FRANCHISOR LLC
a Delaware limited liability company
111 Weir Drive
Woodbury, MN 55125
651-438-5000
info@anytimefitness.com
www.anytimefitness.com

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

The total investment necessary to begin operation of an Anytime Fitness center is between $397,516 to $973,121. This includes $85,551 to $107,660 that must be paid to the franchisor or affiliate. If you sign a Development Agreement to develop 2 Anytime Fitness centers, you will pay us a Development Fee of $75,000 for these Anytime Fitness centers.

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

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

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

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

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

ISSUANCE DATE: April 3, 2024, as amended November 11, 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 C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Anytime Fitness business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Anytime Fitness franchisee?	Item 20 or Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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

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

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

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

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

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

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

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ITEM 1.
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

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

The Franchisor

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

The Franchise

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

We will grant you the right to operate 1 Anytime Fitness center at a location we specify in your Franchise Agreement (the "Franchise Agreement"). Generally, Anytime Fitness centers will typically have 4,000 to 6,500 square feet.

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

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

Parents, Predecessor and Certain Affiliates

Parents

On April 2, 2024 we became an indirect, wholly owned subsidiary of ~~TGR Parent~~Purpose Brands Holdings, LLC ("Parent"). We are a direct wholly owned subsidiary of SEB Systems LLC ("Systems"). Systems is a direct wholly owned subsidiary of SEB Funding LLC ("Funding") which is a direct wholly owned subsidiary of SEB SPV Guarantor LLC ("Guarantor"). Guarantor is a direct wholly owned subsidiary of our predecessor and manager Anytime Fitness, LLC ("AFLLC"). AFLLC is a wholly owned subsidiary of Self Esteem Brands, LLC ("SEB"). SEB is a direct wholly owned subsidiary of ~~TGR~~Purpose Brands Intermediate, LLC ~~("Intermediate")~~doing business as Purpose Brands and Purpose Brands, LLC which is a direct wholly owned subsidiary of Parent. Parent is jointly owned by Anytime Worldwide, LLC ("AW") and Ultimate Fitness Holdings, LLC ("UFH"). All of the entities disclosed in this paragraph have the same principal business address as we do with the exception of UFH, which has a principal business address of 6000 Broken Sound Pkwy NW, Suite 200, Boca Raton, Florida 33487.

Predecessor

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

Affiliates

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

Our affiliate, Anytime Fitness Iberia, SLU ("AFI"), offers and sells Anytime Fitness franchises for Anytime Fitness locations in Spain. Its principal business address is c/ Llacuna 75-81, 08005 Barcelona, Spain. AFI has operated Anytime Fitness Centers in Spain since October 2012 and has offered Anytime Fitness franchises in Spain since 2013. As of December 31, 2023 it had 37 franchised centers and 4 company-owned centers in Spain.

Our affiliate Waxing the City Franchisor LLC ("Waxing Worldwide"), is the franchisor of the Waxing the City brand. It offers salon franchises under the Waxing the City name that focus on body waxing for men and women, and that sell related products and services. Waxing Worldwide and its predecessor,

Waxing the City Worldwide, LLC ("WCWLLC"), have been offering these franchises since October 2012. WCWLLC has operated Waxing the City studios since December 2012. In November 2021 the agreements under which these franchises were operated were transferred to Waxing Worldwide as part of the Securitization Transaction (discussed below). As of December 31, 2023, Waxing Worldwide had 150 franchised studios operating in the United States. Waxing Worldwide has never operated any fitness centers, or offered fitness center franchises or franchises in any other line of business. Waxing Worldwide has the same principal business address as we do.

Our affiliate Basecamp Fitness Franchisor LLC ("Basecamp"), is the franchisor of the Basecamp Fitness brand. It offers studio fitness center franchises under the Basecamp Fitness name that offer memberships allowing members to take short, regularly scheduled group training classes designed using High Intensity Interval Training strategies. Basecamp and its predecessor, Basecamp Fitness, LLC ("BFLLC"), have been offering these franchises since April 2020. BFLLC has operated Basecamp Fitness studios since May 2019. In November 2021 the agreements under which these franchises were operated were transferred to Basecamp as part of the Securitization Transaction (discussed below). As of December 31, 2023, Basecamp had 16 franchised studios operating in the United States and BFLLC had 5 company-owned studios. Except as disclosed above, Basecamp has never operated any fitness centers, or offered fitness center franchises or franchises, in any other line of business. Basecamp has the same principal business address as we do.

Our affiliate The Bar Method Franchisor LLC ("The Bar Method Franchising"), is the franchisor of the Bar Method brand. It offers boutique fitness studio franchises under the Bar Method name that offer barre-based exercise classes using proprietary and non-proprietary instructional techniques, formats and methods designed to provide fitness training in an attractive atmosphere. The Bar Method Franchising and its predecessor, The Bar Method Franchising, LLC ("TBMLLC"), have been offering these franchises since January 2008. The Bar Method, LLC ("TBM") offered rights for Bar Method studios from June 2003 until October 2007 and assigned those agreements to TBMLLC in January 2008 at which time TBMLLC began offering Bar Method franchises. In November 2021 the agreements under which these franchises were operated were transferred to The Bar Method Franchising as part of the Securitization Transaction (discussed below). As of December 31, 2023, The Bar Method Franchising had 73 franchised studios in operation in the United States. TBMLLC began operating a Bar Method studio in 2021. The Bar Method Franchising has the same principal business address as we do.

Our affiliate OTF Franchisor, LLC ("OTF Franchisor") is the franchisor of the OrangeTheory brand. It offers health and fitness studios that offer members access to exercise equipment, including cardio and strength equipment, in a simple, contemporary atmosphere characterized by its signature, energizing orange color scheme and trade dress. On April 2, 2024, OTF Franchisor became an indirect wholly owned subsidiary of Parent. As of December 31, 2023, OTF Franchisor had 1,289 franchised and 22 affiliate-owned studios operating in the United States and its affiliate, OTF International LLC, had 183 franchised studios operating outside of the United States. The principal business address of OTF Franchisor and OTF International LLC is 6000 Broken Sound Pkwy NW, Suite 200, Boca Raton, Florida 33487.

Securitization Transaction

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

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

Regulations

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

There are no national regulations that apply specifically to the operation of fitness centers. However, many states, and some municipalities, have laws and regulations that apply specifically to membership contracts, operations and licenses. Many states limit the length of your customer contracts, provide for specific provisions to be included in those contracts, prescribe the format or type size for the contract, and/or provide customers the right to terminate their contracts. State regulations may also require you to obtain a bond to protect pre-paid membership fees you collect. Some states and municipalities may also have enacted laws requiring fitness centers to have a staff person available during all hours of operation, and in some cases this person may be required to be certified in basic cardiopulmonary resuscitation, or have other specialized training. In addition, some states have laws requiring a fitness center to have an automated external defibrillator ("AED") and other first aid equipment on the premises, and some may require you to take other safety measures. If you offer tanning, nutrition or physical therapy services, there will be laws in some states and municipalities that apply specifically to tanning, nutrition and physical therapy services, including laws that deal with licensing, staffing, safety precautions, notices to customers, and restrictions on services available to minors. There is also a 10% tax on all indoor ultra-violet tanning services imposed by federal law. Some states impose sales taxes on club memberships. There may also be special permits required for you to operate some or all of your business. If these or similar laws have been enacted in the state or municipality in which you intend to operate your Anytime Fitness center, you will need to comply with these laws, and we urge you to become familiar with them.

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

Our Agents for Service of Process

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

ITEM 2.
BUSINESS EXPERIENCE

Chief Executive Officer: Thomas Leverton

Mr. Leverton became ~~the Chief Executive~~ Officer of our parent companies Purpose Brands Holdings, LLC and Purpose Brands Intermediate, LLC in November 2024. From February 2020 to November 2024, Mr. Leverton was a partner for Pritzker Private Capital, an investment firm, where he worked from its Chicago office. From July 2014 to February 2020, Mr. Leverton served as the Chief Executive Officer of CEC Entertainment, Inc. the parent company of the franchisor of the Chuck E. Cheese brand, located in Irving, Texas.

Board Member: Charles Runyon

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

~~President~~Board Member: Dave Mortensen

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

Chief Financial Officer: R. John Pindred

Mr. Pindred has served as the Chief Financial Officer for us, Waxing Worldwide, Basecamp and The Bar Method Franchising since October 2021. He has also served as the Chief Financial Officer/Treasurer of our predecessor AFLLC ~~since November 2014, of~~and WCWLLC since November 2014, of BFLLC since August 2018, and as the Chief Financial Officer of TBMLLC since September 2019. He has also served as the Chief Financial Officer of Purpose Brands Holdings, LLC since April 2024 and the Chief Financial Officer of Purpose Brands Intermediate, LLC since July 2024.

General Counsel and Secretary: James Goniea

Mr. Goniea has served as the General Counsel and Secretary for us, Waxing Worldwide, Basecamp and The Bar Method Franchising since October 2021. He has held these same positions with BFLLC since August 2018 and TBMLLC since September 2019. He has held the position of General Counsel with our predecessor AFLLC since October 2017 and with WCWLLC since October 2017. He has also served as the General Counsel and Secretary of Purpose Brands Intermediate, LLC since July 2024.

Chief Development Officer: Matt Stanton

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

Senior Vice President of Franchise Administration: Jennifer Yiangou

Ms. Yiangou has served as the Senior Vice President of Franchise Administration for AFLLC, WCWLLC, BFLLC and TBMLLC since September 2020. From January 2008 to September 2020 she served as the Vice President of Franchise Administration for AFLLC. She also served as Vice President of Franchise Administration with TBMLLC from September 2019 to September 2020, with WCWLLC from October 2012 to September 2020, and with BFLLC from August 2018 to September 2020.

SVP International Activation: Elizabeth ("Libby") Junker

Ms. Junker has served as the Senior Vice President of International Activation for AFLLC since January 2024. From November 2021 to January 2024 she served as Senior Vice President of International Support. She worked in various roles for AFLLC from 2014 to November 2021, before becoming the SVP International Support for AFLLC in November 2021.

SVP International Development: Sander van den Born

Mr. van den Born has served as the Senior Vice President of International Development for AFLLC since April 2022. From 2018 to April of 2022 he served as the Chief Marketing and Technology Officer for Goodlife Fitness.

~~Chief Technology Officer: Ryan Masanz~~

~~Mr. Masanz has served as the Chief Technology Officer for AFLLC and WCWLLC since October 2012, with BFLLC since August 2018, and with TBMLLC since September 2019.~~

~~Chief Information Officer: Chris Schueler Sullivan~~

~~Mr. Sullivan has served as the Chief Information Officer for AFLLC, WCWLLC, BFLLC and TBMLLC since January 2023. Mr. Sullivan joined SEB in November 2018 as the Senior Manager of International Platforms. In March of 2020, he was promoted to Senior Director of International Technology and Payments. In September of 2020, he was promoted to Vice President of Information Technology.~~

Chief Marketing Officer: April Anslinger

Ms. Anslinger has served as the Chief Marketing Officer for SEB, AFLLC, WCWLLC, BFLLC and TBMLLC since March 2021. Before joining SEB, from February 2018 to January 2021, she served as the Senior Vice President, General Manager of North America Aveda for the Estee Lauder Companies.

Brand President: Nicholas Herrild

Mr. Herrild has served as our Brand President since October 2024. He has also served as the Brand President for Waxing Worldwide since November 2021 and as the Brand President of its predecessor WCWLLC since September 2019. He joined WCWLLC in December 2017 as its Vice President of Franchise Support and served in that role until September 2019.

Global Brand President: Stacy Anderson

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

Vice President of Operations: Mitchell Keyes

Mr. Keyes has served as the Vice President of Operations for AFLLC since January 2023. Mr. Keyes joined AFLLC in April 2019 as Director of Club Operations.

ITEM 3.
LITIGATION

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

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

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

In the Matter of the Investigation by Andrew Cuomo, Attorney General of the State of New York, of The Bar Method Inc. and Carl Diehl (Assurance No. 08-108). On April 2, 2009, TBM and Mr. Diehl, as its Vice President, entered into an Assurance of Discontinuance ("AOD") under which, without admitting any violation of the law, they agreed to offer rescission of an agreement that TBM signed in New York without being registered to sell franchises in that state. As part of the AOD, TBM and Mr. Diehl agreed to comply with the provisions of the New York Franchises Act and not to sell franchises in New York without a current registration. TBM also paid to the State of New York the sum of $2,500. The New York operator did not accept the offer of rescission and she continues to operate her studio under the agreement.

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

ITEM 4.
BANKRUPTCY

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

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

Our Chief Financial Officer, R. John Pindred, was an officer of Family Christian, LLC, 5300 Patterson Avenue Southeast, Grand Rapids, Michigan 49530, from August 2004 until September 2014. On February 11, 2015, about 5 months after Mr. Pindred left that company, Family Christian, LLC, filed for protection under Chapter 11 of the United States Bankruptcy Code, Case No. 15-00643, United States Bankruptcy Court, Western District of Michigan. ~~The deadline for filing claims passed on June 9, 2015.~~ On August 11, 2015, Family Christian, LLC's Chapter 11 Plan of Liquidation, involving a sale of assets and continuity of operations, was confirmed. On August 1, 2016, the court issued its Final Decree Closing the Chapter 11 Case.

ITEM 5.
INITIAL FEES

Initial Franchise Fee and Development Fee

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

	New franchisee	Existing Franchisee	Club Purple[2]	Club Platinum[3]
1 location	$42,500	$35,000	$27,500	$22,500
2 locations[4]	$75,000	$65,000	$55,000	$45,000

	New franchisee	Existing Franchisee	Club Purple[2]	Club Platinum[3]
3 locations[4]	$97,500	$90,000	$82,500	$67,500
4 locations[4]	$130,000	$120,000	$110,000	$90,000
5+ locations (each)[4]	$27,500	$27,500	$25,000	$22,500
Veteran Pricing[1]				
1 location	$38,250	$31,500	$25,000	$22,500
2 locations[4]	$67,500	$58,500	$50,000	$45,000
3 locations[4]	$87,750	$81,000	$75,000	$67,500
4 locations[4]	$117,000	$108,000	$100,000	$90,000
5+ locations (each)[4]	$25,000	$25,000	$22,500	$22,500

1 To qualify for Veteran pricing, you must be a current member of the United States military, or a veteran who received an honorable discharge from a branch of the United States military.

2 This pricing is available only to existing Anytime Fitness franchisees that are members of Club Purple. Requirements for participation in Club Purple will vary from time to time, and are made available to our franchisees that qualify for our then-current standards for participation in that program. Franchisees with 4 or more Anytime Fitness centers must have a minimum of 25% of their clubs qualified for Club Purple in order to receive this discount.

3 This pricing is available only to existing Anytime Fitness franchisees that are members of Club Platinum. Requirements for participation in Club Platinum will vary from time to time, and are made available to our franchisees that qualify for our then-current standards for participation in that program. Franchisees with 4 or more Anytime Fitness centers must have 25% of their clubs qualified for Club Platinum in order to receive this discount.

4 We offer Area Development Agreements to develop multiple centers. The development fees you pay when you sign an Area Development Agreement will vary depending on the number of centers you commit to open, whether you are an existing franchisee, and whether you qualify for the Veterans program.

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

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

In the last fiscal year ended December 31, 2023, our Initial Franchise Fees ranged from $15,000 to $42,500 depending on which category the franchise fit.

ProVision Technology Purchases

You must purchase certain technology components from our affiliate, ProVision, including certain computer hardware, iPads, software and networking equipment, door readers, key fobs (either in hardware or in digital form) or equivalent technology, security and surveillance system, fitness scanning and/or monitoring equipment, sound system, and CCTV's (collectively, the "Technology System"). You

also must have ProVision install the Technology System. The cost to purchase the Technology System package currently ranges from $32,051 to $38,960, payable to our affiliate. These package prices include taxes, shipping and installation costs, which we estimate will cost 38% of the package cost and which are payable to vendors or government agencies. You may, but are not required to, purchase additional equipment from ProVision to enhance the base Technology System package and you may be required to purchase additional equipment if your club is larger than an average club in our system.

Coaching Suite

The Coaching Suite (as defined in Item 11) is a required element of the Anytime Fitness system and you must implement it in your Anytime Fitness center. For new franchisees, the Coaching Suite Training Program is provided as part of our initial training program. If you are an existing franchisee that will now elect to offer the Coaching Suite at your center, and have not already attended training, then you must attend the Coaching Suite Training separately. This training is offered virtually. You must pay our then-current fee, currently $250 per person.

Compliance Drawing and Construction Documents

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

You must retain our designated architectural vendor to create a complete set of detailed construction documents and to complete construction of your Anytime Fitness center in compliance with the Compliance Drawing and our mandatory specifications ("Construction Documents"), and to obtain any required permits, and conform the premises to local ordinances or building codes. If you do not use our designated architectural vendor to create the Construction Documents, we will charge you a fee of $2,700 to review the Construction Documents created by another vendor.

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

Grand Opening and Ramp Up Program

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

Retail Product Package

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

ITEM 6.
OTHER FEES

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Monthly Fee	Currently $799 per month per center We reserve the right to periodically increase this fee and/or replace this fixed fee with a percentage-based monthly royalty on all gross revenue. (Note 4)	On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	You will begin paying this fee after you open your center, but if you have a Protected Territory, and have not opened after 12 months, you then must begin paying this fee. If you are actively working with our real estate team in locating a site or have signed a lease with our assistance, we will waive the Monthly Fee until your Anytime Fitness center is open. This fee includes the monthly Coaching Suite fee.
General Advertising and Marketing Fee	Currently, $600 per month per center, beginning when you open your center.	On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	We reserve the right to increase the General Advertising and Marketing Fee upon 60 days' written notice to you, provided it will not exceed the greater of $600 per month or 2% of Gross Revenue (which may be calculated on a weekly basis)
Grand Opening and Ramp Up Program	$11,000 to $23,000 for an Anytime Fitness center (Note 6)	As incurred	You will not pay these amounts to us but we may require you to submit receipts to verify you met this requirement. If you fail to spend the minimum required amount on the Grand Opening and Ramp Up Program, we have the right to require you to pay the difference in to the General Advertising and Marketing Fund.
Base Technology Fee (formerly, Global Access Fee)	Currently, $799 per month per center We reserve the right to periodically increase this fee. (Note 7)	On or before the first day of each month. Your billing vendor will subtract this fee from the receipts generated by your accounts. (Note 5)	Once you begin operating, you pay this fee to us or our affiliate for ongoing support for our proprietary access control software, development and release updates of that software, access to SmartCoaching and business management resources and memberships, email hosting, fitness scanning and/or monitoring, and sound system services, and cellular communications. As part of this fee, ProVision will also provide security monitoring services and ongoing support for your technology, email, club operating software, and club management software.
Construction Document Review Fee	$2,700	Immediately after notice from us	You must pay us this fee if this is your first Anytime Fitness center and you do not use our designated architectural vendor to complete your Construction Documents.

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

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

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Peer Compliance Committee Default Fee	Up to $1,000 per violation	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	If you breach certain provisions of your Franchise Agreement, we can submit the default to a "Peer Compliance Committee" made up of other franchisees. If they determine a breach occurred, they may levy a fine against you of up to $500. If you do not timely cure, or breach the provisions again, the next fine can be up to $1,000. Any fines the Peer Compliance Committee may assess are in addition to the standard default fee described below and any damages or costs we may incur as a result of the default.
Standard Default Fee	Up to $500 per violation	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	In addition to our right to terminate the Franchise Agreement, if you breach certain provisions of your Franchise Agreement, and you fail to cure the default during the cure period provided, you must pay us a fee of up to $500 per month until the default is cured in order to offset our costs incurred to address the default. This standard default fee is in addition to any fines that may be assessed through the Peer Compliance Committee.
Marketing Materials	Currently, $5,000	When incurred.	You must purchase marketing materials for promotions we require. This amount is for the first year of operations. After the first year, the amount will vary based upon your needs, but will count against your Local Marketing Spend requirement discussed below.
Conference Fee	Currently, $459 for early registration, increasing to $689 at the Conference	When you register for the Conference.	You must pay this fee in those years in which a Conference is scheduled, for one center, regardless how many centers you open, even if you do not register for our Conference. It gives you a registration for a Principal Owner of your business to attend or participate in our Conference. (Note 11)
Continuing Engagement Credit Fees	Up to $1,200 for each year you fail to complete 1,200 continuing engagement credits ("CEC"), as outlined in our Operations Manual. (Note 12)	During the first quarter of each calendar year. Your billing vendor will subtract this fee from the receipts generated by your accounts.	We will contribute these fees to the General Advertising and Marketing Fund. See Item 11 for additional information on completing credits.
Customer Service Webinar	Currently, $250	Immediately after notice from us. Your billing vendor will subtract this fee from the receipts generated by your accounts.	If you fail to meet our customer service standards, you must take our customer service webinar and pay this fee. If you do not take the webinar within the time we require, you will be charged an additional $250 per month until you attend the webinar.
Renewal Fee	$7,500	At least 30 days before the term of your Franchise Agreement expires.	You only pay this fee if you want to renew your franchise.

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

Type of Fee (Note 1)	Amount (Note 2)	Due Date	Remarks (Note 3)
Physical Therapy Program	7% of revenue received from Physical Therapy Partner	Monthly	You will pay this fee if you elect to participate in the Physical Therapy Program. You would sign the Physical Therapy Program Addendum attached to this Disclosure Document as Exhibit Q.

Notes:

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

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

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

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

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

(6) If you are a franchisee who is new to the Anytime Fitness system and you are opening a new center, you must spend a minimum total of $11,000 to $23,000 depending on your market Tier on a Grand Opening and Ramp Up Program for your Anytime Fitness center beginning 60 days prior to your scheduled opening and ending 60 days following the opening of your Anytime Fitness center. You must spend a minimum of $11,000 in local marketing if your Anytime Fitness center is located within a Tier 3 market. You must spend $16,000 in local marketing if your Anytime Fitness center is located within a Tier 2 market. You must spend $23,000 in local marketing if your Anytime Fitness center is located within a Tier 1 market. Your market tier is determined by population size; Tier 1 is a market in which we have determined there are more than 50,000 people within a 3 mile radius of the location of your Anytime Fitness center; Tier 2 is a market in which we have determined there are between 25,000 and 49,999 people within a 3 mile radius of the location of your Anytime Fitness center; and Tier 3 is a market in which we have determined there are less than 25,000 people within a 3 mile radius of the location of your Anytime Fitness center.

(7) While the services ProVision provides include security monitoring, the fee is paid for ProVision's ongoing support of the technology purchased through ProVision, technology services, proprietary and club management software, any applicable development updates and release updates, networking equipment and support, door reader technology, security and surveillance system, fitness scanning and/or monitoring equipment, sound system, and email hosting. You are paying nothing extra for security monitoring on a system ProVision installed. Therefore, if you have someone else do your security monitoring, this fee will not change. This fee also does not include support for any third-party software, including any type of malicious software protection. This fee may also not include the rights to any required digital media content for in-club display. Although not currently required, you may be required to purchase rights in this digital content to display in your Anytime Fitness Center during the term of your Franchise Agreement. In addition, if you need service on equipment or a system that ProVision did not install, ProVision may provide that support but will charge you its then-current hourly support fee. The current hourly rate is $150.

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

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

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

You must pay our then-current on-site training cancellation fee in the event you cancel any scheduled training program to take place on-site at your Anytime Fitness center, which may vary based upon the specific training program and how far in advance you provide notice of cancellation. Our cancellation fee is currently as follows: (i) no cancellation fee if you cancel it 30 or more days in before scheduled training, and (ii) 100% cancellation fee (i.e. no refund) if you cancel it less than 30 days before the scheduled training program. We currently do not charge any other on-site cancellation fees for our training programs, but we reserve the right to do so in the future. For training you must provide certain documents related to the club performance at least 14 days in advance of the on-site training visit. If you fail to provide the requested documents at least 14 days in advance you must re-book the training and pay a $1,500 re-booking fee in addition to the fee you paid for the training.

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

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

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

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

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

ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE (Note 1)	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise/ Development Fee (Note 2)	$42,500	$42,500	Lump sum	When you sign your franchise agreement	Us
Travel and Training Expenses (Note 3)	$1,500	$1,875	As Incurred	Before and During Training	Vendors

TYPE OF EXPENDITURE (Note 1)	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Leasehold Improvements (Note 4)	$50,785	$495,260	As Incurred	As Incurred	Third Parties
3 Months' Rent + Security Deposit (Note 4)	$31,213	$50,721	As incurred	Monthly	Landlord
Construction Management Fees (Note 4)	$0	$13,500	As incurred	Before Opening	Vendors
Architect/Design Fees (Note 5)	$13,400	$22,150	As specified in contract	At the time of design	Architect
Fitness Equipment (Note 6)	$123,310	$151,866	Lump Sum	Before Issuing Order for the Equipment	Us, affiliates, or Vendors
Technology Equipment Package (Note 6)	$32,051	$38,960	Lump Sum	Before Issuing Order for the Equipment	Us, affiliates, or Vendors
Supplies (Note 7)	$3,500	$3,800	As Incurred	As Incurred	Vendors
Interior & Exterior Signs (Note 8)	$20,557	$46,775	Lump Sum	Before Opening	Us or Vendors
Miscellaneous Opening Costs (Note 9)	$9,293	$15,333	As Incurred	As Incurred	Vendors
Pre-Sale/Grand Opening Advertising (Note 10)	$11,000	$23,000	As Incurred	60 Days Before and After Opening	Us or Vendors
Insurance/Bond (Note 11)	$2,900	$3,450	Lump Sum	Before Opening	Vendors
Furniture & Fixtures	$9,334	$16,258	As Incurred	Before Opening	Vendors
Additional Funds – 3 Months (Note 12)	$46,173	$47,673	As Incurred	As Incurred	Us, Suppliers, Utilities, etc.
Total (Note 13)	**$397,516**	**$973,121**			

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

Notes:

(1) None of these payments are refundable. These figures are estimates based on our experience in establishing and operating Anytime Fitness centers in the last 3 years and reflect the anticipated initial costs based on a lease for a "vanilla shell" or "as is" space for the operation of a 4,000 to 6,500 square foot Anytime Fitness center.

(2) The Initial Franchise Fee is described in Item 5. If you sign a Development Agreement to develop multiple Anytime Fitness centers, you will pay a Development Fee based upon the number of centers you commit to open as described in Item 5. The Development Fee replaces the Initial Franchise Fee you would have paid for those centers. You must commit to open at least 2 centers under the Development Agreement. There are no other incidental expenses you should incur as a Developer, as the expenses to open each center are accounted for in the chart.

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

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

(4) Our estimate for initial expenses for real estate and improvements assumes you will lease a "vanilla shell" or "as is" space, which, at a minimum, includes rooms that will work as an office, bathrooms, studio space, concrete floors, demised exterior walls, HVAC, roof, and utilities stubbed to the premises sufficient for an Anytime Fitness center. Our estimate assumes you will pay $17.38 per square foot for base rent and $6.03 per square foot for CAM. These estimates are based on the average base rents and CAM charges experienced by our system in 2023. Most of our franchisees receive some tenant improvement allowance from their Landlord (the average amount received by franchisees in our system in 2023 was $19 per square foot and the range was zero to $72 per square foot). Our estimate assumes you must pay only 1 month's rent as a security deposit. Costs will vary in relation to the physical size and location of the fitness center.

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

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

(5) As described in Item 5, we will create a Compliance Drawing of your center. If you are developing a new Anytime Fitness center, we will provide you with one Compliance Drawing at no additional cost. We anticipate this design will be sufficient to provide to an architectural vendor to create your Construction Documents. If you are signing the Franchise Agreement as part of a franchise renewal or transfer and we determine that your Anytime Fitness center requires renovation or re-equipment, then you must pay us $250 for your Compliance Drawing, but we will credit $250 against one Monthly Fee payment if you complete all renovation and re-equipment requirements by the required due date. In either case, if you require additional Compliance Drawings, you must pay us $250 for each additional Compliance Drawing.

You must retain our designated architectural vendor to create a complete set of detailed Construction Documents, and to obtain any required permits, and conform the premises to local ordinances or building codes. If you do not use our designated architectural vendor to create the Construction Documents we will charge you a fee of $2,700 to review the Construction Documents created by another vendor. Our estimates assume you use our designated architectural vendor. We do not construct, remodel or decorate your premises.

(6) The total cost of equipment will vary depending on various factors, including the size of your fitness center and the type of equipment you obtain. Some costs will vary in relation to the physical size of the fitness center and whether you purchase from our recommended sources or from others. These figures reflect the ProVision basic package cost (payable to our affiliate) and include an estimated 38% for taxes, shipping and installation (payable to vendors or government agencies).

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

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

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

(10) If you are a new franchisee in the Anytime Fitness system and you open a new Anytime Fitness center, you will need to spend a minimum of between $11,000 and $23,000 (depending on your market Tier) for a Grand Opening and Ramp Up program as described in Items 6 and 11. Some franchisees, particularly people who sign Area Development Agreements to control an entire market, may spend more than $23,000 per center for grand opening advertising.

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

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

(13) These figures are estimates based on our and our predecessor's experience in establishing and operating Anytime Fitness centers. We do not offer financing for any part of the initial investment. The availability and terms of financing will depend on factors like the availability of financing generally, your credit worthiness, your relationship with local banks, your experience in the fitness industry, and any additional collateral you may offer to a lender to secure the loan. If you finance the establishment of your Anytime Fitness center with an SBA loan you will also incur SBA fees and costs which may include an additional 2.25% of the loan amount, closing costs, interest reserves, and a construction contingency. Our estimates do not include any finance charges, interest or debt service obligations.

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

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

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

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

When we have a designated vendor, if you want to purchase from other vendors the items or services for which that vendor has been designated, you must notify us in writing and obtain our approval. If you seek approval of a new supplier (or if the supplier applies directly to us for approval), we will require the supplier pay us a nonrefundable fee of $300 before we will consider approving their application. This fee is intended to defer our cost of reviewing the supplier. (We do not require you to pay any fee.) We may also require the supplier to sign a supplier agreement with us.

In reviewing prospective vendors, we consider whether the product or service is consistent with our concept and brand; how they and/or their products or services would enhance our brand and make it more attractive to members or franchisees; how the product or service would improve the workout experience of a member; how the product or service would increase revenue of a franchisee's club; how the product or service would increase the efficiency of a franchisee; if the product or service is already available through other sources, would approval of another vendor enhance competition or dilute our ability to maximize pricing benefits for our franchisees; is the product of a commercial quality with a proven

record of durability; does the supplier support our values; and other factors. We also consider whether the product or service is already available through other sources, and whether the approval of another vendor would enhance competition or dilute our ability to maximize our potential with our existing vendors. In addition, we consider demand from franchisees, the need for the vendor based on business trends, and the ability of the vendor to serve franchisees throughout the United States. (The criteria are posted on our website for potential vendors and franchisees.) We will generally notify you and the vendor of our approval or disapproval within 45-60 days of our receipt of all the information and samples we request. If we revoke approval of any vendor or any item offered by a vendor, we will send you written notice of our revocation of an approved supplier or item.

We currently have the following mandatory vendors:

1. To keep the integrity of the reciprocity system that is integral to the Anytime Fitness system and the benefits we provide to our members, you must obtain all billing and payment processing services from a mandatory vendor. This vendor is not an affiliate of ours, but we receive rebates from that vendor. A copy of the billing and payment processing services agreement with our preferred provider is attached as Exhibit P.

2. You must purchase the Technology System from our affiliate, ProVision.

3. Healthy Contributions is an affiliate that assists in the transfer, processing and distribution of funds and data for various fitness incentive programs, such as group memberships, pay per visit, reimbursement, physical assessments, and vouchers, and receives a fee for these services. Healthy Contributions also provides an online portal to offer, track and manage fitness membership programs. You are required to use their services for group membership, reimbursement and voucher programs. Healthy Contributions may also have exclusive arrangements with some companies that offer these incentive programs to your members and may solicit companies or organizations that have multiple offices to offer memberships or discounts on memberships to their employees. As of the issuance date of this Disclosure Document, Healthy Contributions' program offerings include:

- Anytime Fitness Group Memberships powered by Healthy Contributions: Exclusive arrangements with organizations and employer groups that receive bulk rate membership pricing.

- Reimbursement Programs: Full paying member can receive a monthly monetary reimbursement for meeting a monthly visit requirement by their employer group or insurer.

- Voucher/Promotional Programs: Non-reloadable dollar amount vouchers or discounts provided by employer or other organization to your members which can be redeemed for goods and services at your location.

- Physical Assessments: Clubs receive a flat rate payment for completing a physical assessment proctoring and results submission to agency for candidates applying under police, corrections academy or similar organizations. Participation in this program is optional.

- Pay-Per-Visit (PPV): PPV programs provide a complimentary membership to the member and the club is paid for visits made to the club each month. Participation in Pay-Per-Visit programs is optional.

You must use our preferred vendors for your Grand Opening and Ramp Up Program for your Anytime Fitness center, which may include us or our affiliates, and we may require you to submit your grand opening plans and local marketing plans for our prior approval, submit receipts to verify you have met minimum spend requirements, and show proof of performance of your advertising activity.

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

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

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

As described further in Item 11, the Club Management Software is mandatory and you must purchase the Club Management Software from our designated vendor(s). We reserve the right to terminate such designated vendors at any time and you may be required to change Club Management Software providers or purchase it from only one designated vendor. You currently must use the Club Management Software or our designated CRM platform to manage automated emails, text messages, and one to one communications to your members and prospective members. You also currently must process payments for personal, small and/or large group training through either: 1) your Club Management Software; or 2) our mandated billing processor.

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

We are currently the only designated vendor of the Coaching Suite, which is further described in Item 11. As of the issuance date of this Disclosure Document, the Coaching Suite, certain elements of which are also referred to as SmartCoaching, is a required element of our system that you must implement. We offer coaching, personal training, nutrition, and recovery products and services directly through your Anytime Fitness center and through a digital health and wellness platform currently built into a mobile application in which each of your members will be enrolled. We are the only vendor of this platform. We do not currently, but we may in the future, require you to work with us or our designated vendor(s) that provide coaching, personal training, physical therapy, nutrition, and recovery products and services.

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

We may require you to offer physical therapy, recovery and nutrition coaching services either directly or through third parties. If we do, you may be required to use one or more of our designated vendors to provide these services, purchase additional equipment or technology, and provide additional training to your staff.

You must obtain a Compliance Drawing from us. If you are developing a new Anytime Fitness center, we will provide you with one Compliance Drawing at no additional cost. If you are signing the Franchise Agreement as part of a franchise renewal or transfer and we determine that your Anytime Fitness center requires renovation or re-equipment, then you must pay us $250 for your Compliance Drawing, but we

will credit $250 against one Monthly Fee payment if you complete all renovation and re-equipment requirements by the required due date. In either case, if you require additional Compliance Drawings, you must pay us $250 for each additional Compliance Drawing.

You must use our designated architectural vendor to provide Construction Documents. We estimate the fees for these documents will be $13,400 to $22,150. If we allow you to use a vendor other than our designated architectural vendor for the creation of your Construction Documents, you will pay us $2,700 to review your Construction Documents. Both the alternate service provider and the Construction Documents supplied by the alternate service provider must meet our specifications. The service provider will be responsible for distribution and coordination of documents to all designated vendors that utilize the Construction Documents as part of the development process.

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

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

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

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

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

During the fiscal year ended December 31, 2023, we received $4,744,367 in revenue from the purchase, lease or sale of required goods or services to our franchisees, which was 3.96% of our total revenues of

$119,930,801. Healthy Contributions received $6,310,840 in revenue from the purchase, lease or sale of required goods or services to our franchisees. ProVision received $20,733,676 in revenue from the purchase, lease or sale of required goods or services to our franchisees. SEB Distribution received $28,018 in revenue from the purchase, lease or sale of required goods or services to our franchisees. This information was taken from our and our affiliates' internal financial records.

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

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

ITEM 9.
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 1, 7 and 8.A	Section 1	Items 7, 11 and 12
b. Pre-opening purchases/leases	Sections 1, 7 and 9.A	Not Applicable	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 1, 7 and 9.A	Section 1, 3, and Rider	Items 7, 11 and 12
d. Initial and ongoing training	Sections 2, 8 and 9	Not Applicable	Item 11
e. Opening	Sections 1.A, 6.A and 7 and Rider	Sections 3.A and 3.B and Rider	Items 7, 11 and 12
f. Fees	Sections 1 – 9, 11.A., 11.B, 13.B., 14, 16, 18, and Rider	Sections 2, 6.B, 7, 9 and Rider	Items 5, 6 and 11
g. Compliance with standards and policies/operating manual	Sections 6, 8, and 9	Section 8	Items 8, 11, 14, and 16
h. Trademarks and proprietary information	Sections 1, 3, 9, and 10 and Rider	Section 1 and Rider	Items 13 and 14
i. Restrictions on products/services offered	Section 9	Not Applicable	Items 8, 11, and 16
j. Warranty and customer service requirements	Sections 8 and 9	Not Applicable	Not Applicable
k. Territorial development and sales quotas	None	Sections 1, 3, 5 and Rider	Item 12
l. Ongoing product/service purchases	Section 9	Not Applicable	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 2.B., 9, 13, and 14	Not Applicable	Item 6
n. Insurance	Sections 7 and 11.A	Not Applicable	Item 7
o. Advertising	Sections 3, 6, and 9	Not Applicable	Items 6, 7, and 11
p. Indemnification	Sections 9 and 11	Section 9	Item 6
q. Owner's participation/ management/staffing	Sections 8.D, 8.F, 9	Not Applicable	Items 11 and 15
r. Records and reports	Section 12	Not Applicable	Not Applicable
s. Inspections and audits	Sections 6, 9.T and 12.B	Not Applicable	Not Applicable
t. Transfer	Section 13	Section 7	Item 17
u. Renewal	Sections 2.B and 9	Not Applicable	Item 17
v. Post-termination obligations	Sections 16 and 17.B	Section 6	Item 17

Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
w. Non-competition covenants	Sections 9, 10, 16.J, and 17	Section 9	Items 15 and 17
x. Dispute resolution	Section 18	Section 9	Item 17
y. Other: guaranty of franchise obligations	Section 20 and Personal Guaranty (which follows the Franchise Agreement)	Personal Guaranty (which follows the Area Development Agreement)	Item 15

ITEM 10.
FINANCING

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

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

   You will be in default under Geneva's lease documents if you fail to pay amounts owed when due or you breach any other provision of the lease documents. If you commit a payment default, you must pay a late charge of 15% of the payment which is late or $25, whichever is greater or, if less, the maximum charge allowed by law. Regardless of the type of default, Geneva may retain your security deposit, elect not to renew any or all time-out controls programmed within the equipment, terminate or accelerate the lease and require that you pay the remaining balance of the lease (discounted at 3% per annum), and any purchase option due, and/or return the equipment to Geneva. Geneva may recover interest on the unpaid balance at the rate of 18% per annum or, if less, the highest rate permitted by law. It may also exercise any remedies available to it under the Minnesota Uniform Commercial Code or the law of its assignee's principal place of business. It may also file criminal charges against you and prosecute you to the fullest extent of the law if any information supplied by you on your credit application or during the credit process is found to have been falsified or misrepresented. You must also pay Geneva's reasonable attorneys' fees and actual court costs. If Geneva has to take possession of the equipment, you must pay the cost of repossession including damage to the equipment or real property as a result of repossession.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Mitsubishi HC Capital America ("Mitsubishi HC") offers equipment financing of up to $600,000 for a new location, including, among others, cardio and strength equipment, virtual fitness equipment, security system, tanning equipment, mirrors, audio visual, cubbies, flooring, and signage. Tenant Improvements can also be included in the amount equal to the cost of the equipment. (Excluded items include franchise fee, professional fees, advertising, and working capital). Mitsubishi HC will also offer Reinvention financing of up to $250,000 per location,

including tenant improvements and all equipment required to update your facility to the then requirements specified by Anytime Fitness. All financing requests are subject to credit review and approval based on financial strength and credit worthiness of the Franchisee.

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

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

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

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

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

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

ITEM 11.
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

We may provide you any of these services through our employees or representatives, through our affiliates, or through any third party provider we designate. Under the management agreement between us and AFLLC, as described in Item 1, AFLLC has agreed to provide certain required support and services to Anytime Fitness franchisees under their franchise and development agreements with us.

Before you open your Anytime Fitness center, we will:

1) Provide you with specifications to assist you in determining the evaluation criteria for selecting the site location for your business (Franchise Agreement – Section 8.A).

2) Through our real estate department, we will assist you in identifying sites for your Anytime Fitness center (Franchise Agreement – Section 8.A).

3) Once you have chosen a site location for your Anytime Fitness center, either approve or disapprove that location. Once we approve a site location for your Anytime Fitness center, provide you with a protected territory for your Anytime Fitness center (Franchise Agreement – Section 1).

4) Provide you online access to our operations manual that contains mandatory and suggested specifications, standards and procedures (the "Operations Manual") (Franchise Agreement – Section 8.G). The Operations Manual consists of one or more manuals, technical bulletins or other written materials available electronically and may be modified by us periodically in our discretion. The Operations Manual may be made available to you electronically, and currently contains approximately 48 pages. A copy of the Table of Contents of the Operations Manual is attached to this Disclosure Document as Exhibit B.

5) As discussed in Item 5, provide you with a Compliance Drawing (Franchise Agreement – Section 9). If you require additional Compliance Drawings, you must pay us $250 for each additional Compliance Drawing.

6) Provide, at our expense, an initial training program to educate and acquaint your management team with the business of operating an Anytime Fitness center (Franchise Agreement – Section 8.B). We will provide a training program that consists of self-paced online learning courses and assessment tools which must be completed in a manner satisfactory to us, then 3 to 5 days of classroom training conducted at our corporate offices in Minnesota, at our discretion, followed by a 1 to 3 day in-person job shadowing training experience held at a location that we designate. If you purchase an existing Anytime Fitness center, you must also complete the self-paced online learning courses, complete the assessments to our satisfaction, and complete the classroom training and the in-person job shadow training experience conducted at the corporate office in Minnesota. You must complete these training components before you begin operating your Anytime Fitness center. This may mean that another, experienced manager whom we approve, will need to operate the Anytime Fitness center while you attend this required training.

7) Our affiliate, ProVision, provides information technology services, technology, and security systems, including computers, iPads, sound systems, club management and access control software and digital access components, networking, sound and personal training / coaching technology and other related components along with technology and software support, installation services, and security monitoring for your Anytime Fitness center. ProVision will also provide email hosting (up to 5 email addresses), and virus and malware protection relating to disruption of our access control software (ProVision Agreement, Section 1). Although we may provide you with the names of suppliers or specifications for equipment, signs, fixtures, opening inventory or supplies for your center, we do not deliver or install these items for you.

8) Assign you a Franchise Business Consultant and Store Opening Project Manager or other contact to support you prior to opening (Franchise Agreement – Section 8.H).

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

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

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

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

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

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

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

costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur in attending the training program.

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

1) Make available additional training that we feel is necessary to familiarize you and your management team on changes and updates in the franchise system (Franchise Agreement – Section 8.E).

2) Make available training for your coaching staff to familiarize them with our proprietary Coaching Suite for personal training, nutrition and recovery (Franchise Agreement – Section 8.E).

3) Establish and maintain an Internet website or Home Page (Franchise Agreement – Section 9.H).

4) Provide templates to you for your web page (Franchise Agreement – Section 9.H).

5) Arrange a secret shopper program to shop your Anytime Fitness center (Franchise Agreement – Section 6).

6) Maintain and administer the Anytime Fitness General Advertising and Marketing Fund (Franchise Agreement – Section 6.B).

7) Assign you a Franchise Business Consultant or other contact to support you prior to opening (Franchise Agreement – Section 8.H).

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

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

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

Vitals Training: The Vitals program typically includes about 12 to 16 hours of training in business leadership and operations, marketing, prospecting, customer service, system-wide initiatives, and general business practice coaching. We offer this program about 8 to 10 times each year, and it may be offered in a virtual format, in-person in various regions at a hotel, or at our corporate offices in Woodbury, Minnesota. Some or all of these programs, or their components, may be presented online or in another virtual format, and the total hours of training may vary based on the content and the manner in which the material is presented. The same people who provide the initial training, and are responsible for the initial training, will provide and be responsible for this training. We do not charge you for this training, but you are responsible for travel costs, room and board, and the salaries, fringe benefits, and other expenses you and your employees incur in attending these programs, if applicable. We reserve the right to charge for this training in the future. The materials we use for this training are developed from a variety of sources.

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

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

Additional Training or On-Site Relaunch Training: If you need additional operations training or are a new franchisee purchasing an existing club then we will send a representative or designee out to the purchased club for 2 to 6 days of on-site training in club operations. For new franchisees purchasing an existing club this training will also include pre- and post-visit coaching communications and will be scheduled to occur within 180 calendar days after the closing on your purchase of the existing club. The fee for this on-site training is $3,000. Travel costs, room and board for corporate staff are included in the fee. If you cancel a scheduled on-site training program, then you must pay our then-current on-site training cancellation fee. The current on-site training cancellation fee is as follows: (i) there is no cancellation fee for the on-site training if you cancel it at least 30 days before the scheduled training, and (ii) there is a 100% cancellation fee if you cancel it less than 30 days before the scheduled training. You must provide certain documents related to the club performance at least 14 days in advance of the on-site training visit. If you fail to provide the requested documents at least 14 days in advance you must re-book the training and pay us a $1,500 re-booking fee in addition to the fee you paid for the training.

Online Training: We may offer additional training opportunities for franchisees via courses offered online, by webinar or in another virtual format. The content may include topics such as marketing, operations, customer service, personal training, technology, staffing, and member experience. The same people who provide the initial training, and are responsible for the initial training, will provide and be responsible for this training. We do not charge you for this training, but we reserve the right to charge for this training in the future. The materials we use for this training are developed annually from a variety of sources.

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

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

Site Selection and Opening

You will be given the right to open a Anytime Fitness center at a location that we agree on. You will have 12 months from the date you sign the Franchise Agreement to secure a location we approve and open and begin operating your Anytime Fitness center and we expect that you will have signed a lease within six months of signing the Franchise Agreement. We will provide you with specifications to assist you in evaluating and selecting a site for your Anytime Fitness center and may provide you recommendations on sites. It is your obligation to select a site for your business and obtain our approval of that site. While we will assist you, and we may identify various potential sites in your market area, we have no obligation to locate or select a site for you, or negotiate the purchase or lease of a site, and we do not own the premises and lease them to you. Before you acquire any site, you must submit to us information and materials we require and obtain our approval to your site. The factors we take into account in approving a site are the visibility of the site, the retail feel of the site, the location of competitors, whether the site is easily accessible, surrounding businesses and various other factors. The recommended size of an Anytime Fitness center is 4,000 to 6,500 square feet. If you and we are unable to agree on a site, the opening of your Anytime Fitness center may be delayed.

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

You may not initially open your Anytime Fitness center until you have completed all your pre-opening obligations and have obtained our approval to the opening. We expect the typical length of time between the signing of your Franchise Agreement and the opening of your Anytime Fitness center to be between 9 and 12 months. Some factors which may affect this timing are the competition for sites in your market, your ability to acquire space for your center through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, the timing of the delivery of equipment, tools and inventory and the time to convert, renovate or build the facility. Unless we otherwise approve, you must open your Anytime Fitness center on or before the Required Opening Date on the Rider to the Franchise Agreement, but in no event more than 12 months from the date the Franchise Agreement becomes effective. Your failure to open your Anytime Fitness center on or before the Required Opening Date, or within any extended timeframe agreed upon by us, will constitute a default of your Franchise Agreement and allow us to terminate your Franchise Agreement and retain all amounts you have paid to us and our affiliates. After 12 months from the date you sign the Franchise Agreement, you must begin paying the monthly royalty fee (Monthly Fee) to us, whether or not your Anytime Fitness center is open. If you are actively working with our real estate team in locating a site or have signed a lease with the assistance of our real estate team, we will waive the Monthly Fee until your Anytime Fitness center is open.

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

General Advertising and Marketing Requirements

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

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

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

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

General Advertising and Marketing Fee

You agree in your Franchise Agreement to pay us a General Advertising and Marketing Fee for contributions to the Anytime Fitness General Advertising and Marketing Fund, an amount equal to $600 per month. We reserve the right to increase the General Advertising and Marketing Fees upon 60 days' written notice to you; however, the General Advertising and Marketing Fee will not exceed the greater of $600 per month or 2% of Gross Revenue (which may be calculated on a weekly basis). We require all our franchisees to contribute to this fund, but some franchisees have older forms of agreement that only

allow us to charge them a fixed amount ($150 per month). Our company-owned centers currently pay $600 per month to the fund and this may increase if the amount required to be paid by our franchisees increases.

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

We have an in-house production department, but we also work with a number of national, regional and local agencies. It is our responsibility to determine how these monies are spent. We are not required to use monies in the Fund to benefit any individual market, or on a pro rata or other basis. During 2023 these monies were spent by us for the following purposes:

Item	Percentage of Total Expenditures
Consumer Insights and Research	2%
Public Relations	1%
Platform Tools (website, maps, listings, etc.)	9%
Creative and Production	14%
Administration	11%
Paid Media	63%

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

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

Advertising Cooperatives

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

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

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

As of December 31, 2023, franchisees in the Denver, CO; Madison, WI; Phoenix, AZ; and Des Moines, IA areas formed their own local advertising cooperative, and they contribute, at their own expense, additional funds for marketing expenditure. At this time, we do not require any franchisees to contribute to these local cooperative programs. They are organized by our franchisees in these markets. The local franchisees decide who administers the cooperative, whether there are written governing documents for the cooperative, and whether the cooperative must prepare annual or period financial statements to provide to franchisees. At this time, we do not require this cooperative to be formed, changed, dissolved or merged.

Local Advertising Spend Requirement

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

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

Grand Opening and Ramp Up Program

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

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

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

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

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

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

Computer Hardware and Software

You will need to purchase the Technology System from ProVision to operate your business. The base Technology System includes sound system, cellular communications, and other equipment needed to implement the Coaching Suite, the club management and access control software, our accounting system, our security system, fitness scanning and/or monitoring, sound system services, our tailgate entry detection system, and our CCTV system for recording of activities at your center. The cost of the Technology System currently ranges from $32,051 to $38,960 (including taxes, shipping and installation estimated at 38% of the package cost). As of the issuance date of this Disclosure Document, you may choose to purchase additional equipment from ProVision to enhance the base Technology System package and you may be required to purchase additional equipment if your club is larger than an average club in our system. Depending on the size of your Anytime Fitness center and any additional equipment to the Technology System package that you purchase, you may also need to purchase certain additional computer hardware, software and related components for your center.

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

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

We also require that you use an advanced web-based software designed to manage most of your club operations to supplement the Club Operating Software ("Club Management Software"). This Club Management Software, available through our designated vendor(s) features a follow-up sales system to help you sell memberships for your business, a tool to place sales metrics and goals front and center on your computer or iPad, an email marketing component, the ability to generate multiple reports for auto delivery to you, and personal training management software. Club Management Software is required for all Anytime Fitness centers and you currently must use the Club Management Software or our designated CRM platform to manage automated emails, text messages, and one to one communications to your members and prospective members. You also currently must process payments for personal, small and/or large group training through either: 1) your Club Management Software; or 2) our mandated billing processor.

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

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

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

Coaching Suite

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

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

The Coaching Suite will assist you with implementing and delivering a coaching program that may include personal training, small group training and/or large group training, as well as nutrition and recovery coaching. These services may be provided to your members in person through your coaching staff, or in a virtual format through our mobile application. We will assist you with setting pricing, training your coaches, providing consumer facing content, creating group training sessions, offering nutrition and recovery partnerships and providing ongoing coaching and personal training programming. We may modify the offerings included as part of the Coaching Suite at any time. We may require credentialing of your personal trainers and/or health coaches. We may provide virtual health or nutrition coaching to your members for a fee paid to us by your members.

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

Physical Therapy Partnership Program

We have developed a voluntary Physical Therapy Partnership Program as part of the suite of products and services offered as part of our recovery service offerings. If you choose to participate in the Physical Therapy Partnership Program you will be required to sign the Physical Therapy Partnership Addendum attached as Exhibit Q to this Disclosure Document. The Physical Therapy Partnership Program is currently optional and voluntary, you may sign that Addendum and choose to participate in this program at any time during the course of your franchise term. We reserve the right to make this program mandatory during the term of your franchise upon written notice to you. Participation in this program grants you the right to partner with a Physical Therapy Provider only at the Center(s) identified in the Addendum, under the terms of the Addendum. We currently have two Physical Therapy partnership options. You can partner with: 1) a licensed physical therapy provider whom we have designated as a preferred corporate; or 2) you may partner with a licensed physical therapy provider in your local area, provided that they are approved by us in writing in advance. As disclosed in Item 6, you will pay us a fee of $200 per month for participating in this program.

ITEM 12.
TERRITORY

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

Protected Territory

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

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

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

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

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

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

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

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

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

Relocation

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

Customers

We do not restrict the customers you may serve, and you generally may solicit customers outside your territory, including through channels of distribution such as the Internet, telemarketing or other direct marketing sales. However, you may not offer or sell products and services via the Internet, including live-streaming or recorded classes or sessions, trainings, or work-outs or via an application, web-based or otherwise (whether inside or outside your protected territory). You may not, without our consent (which we may withhold in our sole discretion), solicit businesses or organizations located outside your geographic market for the purpose of soliciting their employees to join your Anytime Fitness center when those employees will not be predominantly using your facility. In addition, all of your advertising must be approved by us in writing before you publish or distribute such marketing materials. We and our affiliates have the right to sell products and services (like apparel, nutritional counseling, nutritional supplements, and health and fitness related services) to your members and to others in and outside your territory, using the "Anytime Fitness®" name, or using any other name, through any channel of distribution, including the Internet, catalog sales, telemarketing, or other direct marketing, and may do so in your territory without any compensation to you. We and our affiliates may use our website or otherwise to provide to your members and others web-based or application-based fitness instruction.

Options, Rights of First Refusal, or Similar Rights

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

Similar Affiliated Brands

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

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

principal business address is 6000 Broken Sound Pkwy NW, Suite 200, Boca Raton, Florida 33487. It maintains physically separate offices and training facilities from the other brands discussed above.

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

ITEM 13.
TRADEMARKS

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

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

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

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

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

We will protect and maintain all rights to our marks against encroachment, misuse or unauthorized use and against all challenges to any rights of its use, as we deem appropriate. You must notify us immediately when you learn about an infringement of or challenge to the use of our marks. We will have the right to take the action we think appropriate, including bringing actions against third parties regarding use of any of our marks, but the Franchise Agreement does not require us to take any specific affirmative action. We will control any administrative proceedings or litigation involving our Marks. You must

cooperate with us and take all actions as may be desirable in the opinion of our counsel to carry out the defense or prosecution. While we are not required to defend you against a claim based on your use of our marks, we will either do so, or we will reimburse you for your liability as long as you properly use our marks, including against any claims of infringement or unfair competition arising out of your use of the Marks.

We may change our marks and require you to adopt new marks as if they were part of the Franchise Agreement at the time of its execution. You must comply with these changes immediately, at your expense, after we notify you that we have discontinued, modified or changed one or more of our marks. We will have no liability or obligation because of the discontinuation, modification or change. You must not directly or indirectly contest the validity of our ownership of the marks or our right to use or license our marks, trade secrets, confidential information or business techniques that are part of our business. You must use the appropriate designations of ®, ™, and SM in advertising and promotions using our marks.

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

ITEM 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

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

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

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

they attend training. We also require each owner of your business to sign a personal guaranty of your obligations to us. In addition, a Principal Owner of your business must attend our conference.

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

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

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

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

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

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

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

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

ITEM 18.
PUBLIC FIGURES

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

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item 19 is divided into two sections. The first section relates to financial information for Anytime Fitness centers operating with the Coaching Suite described below that all new franchisees will have.

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

Several years ago, our predecessor, AFLLC, implemented a Training Suite (also referred to as Anytime Fitness Live Programming and now referred to as the "Coaching Suite") and recommended that our Anytime Fitness full size centers implement this program. In March 2019, our predecessor made the initial Training Suite program mandatory for new and renewing Anytime Fitness full-service centers. In addition, our predecessor began recommending that existing franchisees use the Training Suite, and many of those existing franchisees signed a training addendum to our franchise agreement, under which they began using the Training Suite.

As of ~~Febraury~~February 29, 2024 there were ~~—~~2,316 franchised ~~eneters~~centers in the Anytime Fitness system. We had 1,530 centers that were open and operating for the 12 month period ended February 29, 2024, were running the Training Suite, now known as Coaching Suite, for this 12 month period and reported training revenues to us during this 12 month period. We excluded 18 centers that permanently closed during the 12 month period ended February 29, 2024. None of these centers closed before operating for at least 12 months.

These centers received monthly revenue from 3 primary sources. One source is monthly membership fees from ongoing members. Another source is pay-per-visit fees, which are typically paid by employers or insurance companies who pay a nominal fee on behalf of their employee or insured for each visit. A third source is coaching/personal training revenue. The following represents information on the average monthly membership count, and the average and median regular monthly membership revenue, pay-per-visit revenue, and coaching/personal training revenue reported to us by these 1,530 Anytime Fitness centers for the 12 month period ended February 29, 2024. This information has not been audited, and we did not independently verify the information (A fourth source of revenues is one-time enrollment fees for new members, but these fees are not charged by all centers and the fees are not consistent between centers. A fifth source is vending income, which some centers do not have and is, in any event, minimal. We do not provide information on these additional revenue sources.)

	Average of All (1,530 Centers)	Median of All (1,530 Centers	Fourth Quartile Average (382 Centers)	Fourth Quartile Median (382 Centers)	Third Quartile Average (383 Centers)	Third Quartile Median (383 Centers)	Second Quartile Average (383 Centers)	Second Quartile Median (383 Centers)	First Quartile Average (382 Centers)	First Quartile Median (382 Centers)
Membership Revenue	$336,987	$300,215	$553,194	$520,959	$348,472	$347,587	$269,085	$270,486	$187,272	$190,574
Personal Training Revenue	$77,807	$54,506	$151,029	$131,394	$82,971	$75,557	$50,594	$39,256	$26,699	$19,928
Pay-Per-Visit Revenue	$25,149	$19,844	$35,954	$28,880	$26,500	$22,297	$21,657	$18,778	$16,492	$13,551
Total Revenue	$441,894	$389,197	$740,118	$677,982	$455,943	$452,122	$341,286	$341,391	$230,457	$240,290
Number/Percentage At or Above Average Total Revenue	598/39%	N/A	149/39%	N/A	182/48%	N/A	192/50%	N/A	215/56%	N/A
Highest Total Revenue	$1,794,105	N/A	$1,794,105	N/A	$598,690	N/A	$388,998	N/A	$294,815	N/A
Lowest Total Revenue	$36,812	N/A	$535,489	N/A	$389,396	N/A	$294,519	N/A	$36,812	N/A
Average Monthly Membership Count	734	639	1,093	1,033	727	716	598	578	449	438
Number/Percentage At or Above Average Monthly Membership Count	591/39%	N/A	155/41%	N/A	189/49%	N/A	174/45%	N/A	189/49%	N/A
Highest Monthly Membership Count	2,994	N/A	2,994	N/A	1,452	N/A	1,171	N/A	829	N/A
Lowest Monthly Membership Count	168	N/A	451	N/A	350	N/A	318	N/A	168	N/A

1. The median for the total revenue will not equal the sum of the individual components of revenue, because the center that had the median revenues in each individual category was not always the same.

2. Whenever in this Item 19 we refer to "Monthly Membership Count" this is the count of distinct paid members whose agreement starts on or before end date of the period and ends on or after start date period. It includes installment and paid-in-full memberships. We have also included frozen and red/yellow (delinquent) members. We have excluded trial and complimentary members. The Average Monthly Membership Count was calculated by averaging for each center in the data set the monthly

averages of members who meet the definition above for the 12 month period ended February 29, 2024 and averaging that annual average across all centers in the data set.

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

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

We currently recommend that our Anytime Fitness centers use what we refer to as "Smart Coaching" in the operation of the center. Smart Coaching is our initiative for centers to use various operational and sales tools we provide to them directly or via third party suppliers. These tools are the: (i) VI Smart Engagement, (ii) Coaching Dashboard, (iii) Fab 5, (iv) Evolt, (v) KPSOFTWORKS, which is a sales and education organization specifically focused on assisting centers to market and sell personal training services, and (vi) bi-weekly billing. We had 291 centers that were open and operating for the 12 month period ended February 29, 2024, that used at least 4 of the SmartCoaching tools listed above for this 12 month period, except in the case of Fab 5, which must have been used for each of the 8 months that it was available during the 12 month period.

The following represents information on certain revenue streams and average monthly membership count, reported to us by these 291 Anytime Fitness centers for the 12 month period ended February 29, 2024. As reported above, some of these 291 centers also received revenues from one-time enrollment fees for new members, and vending income, but those amounts were not included in these revenues.

	Average of All (291 Centers)	Median of All (291 Centers	Fourth Quartile Average (72 Centers)	Fourth Quartile Median (72 Centers)	Third Quartile Average (73 Centers)	Third Quartile Median (73 Centers)	Second Quartile Average (73 Centers)	Second Quartile Median (73 Centers)	First Quartile Average (73 Centers)	First Quartile Median (73 Centers)
Membership Revenue	$369,885	$338,132	$577,204	$547,983	$378,813	$378,513	$287,991	$287,037	$214,755	$211,525
Personal Training Revenue	$105,834	$89,836	$184,492	$169,725	$107,798	$102,817	$87,594	$83,941	$44,601	$37,328
Pay-Per-Visit Revenue	$29,418	$22,876	$46,608	$36,077	$29,240	$26,503	$25,034	$19,979	$17,024	$12,961
Total Revenue	$499,088	$451,953	$808,305	$743,060	$515,291	$516,737	$400,609	$402,898	$276,381	$288,757
Number/Percentage At or Above Average Total Revenue	119/41%	N/A	24/33%	N/A	38/52%	N/A	39/53%	N/A	39/53%	N/A
Highest Total Revenue	$1,336,477	N/A	$1,336,477	N/A	$594,132	N/A	$431,933	N/A	$342,324	N/A
Lowest Total Revenue	$117,897	N/A	$591,834	N/A	$459,380	N/A	$348,110	N/A	$117,897	N/A
Average Monthly Membership Count	738	665	1,105	1,089	756	739	613	578	494	482
Number/Percentage At or Above Average Monthly Membership Count	120/41%	N/A	33/46%	N/A	37/51%	N/A	31/43%	N/A	35/48%	N/A
Highest Monthly Membership Count	2,043	N/A	2,043	N/A	1,094	N/A	995	N/A	1,008	N/A
Lowest Monthly Membership Count	241	N/A	460	N/A	438	N/A	392	N/A	241	N/A

1. The median for the total revenue will not equal the sum of the individual components of revenue, because the center that had the median revenues in each individual category was not always the same.

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

III. 2023 Statements of Revenue, Expenses and Earnings for Company-Owned Anytime Fitness Centers.

We do not receive complete operating expenses from our franchised centers. However, we do have that information from our company-owned centers. We have taken the revenues and expenses of our 12 company-owned centers that were open and operating as company-owned centers for the 12 month period ended February 29, 2024 and which were using Smart Coaching during this time period, adjusted the expenses to reflect costs franchisees will incur as noted below, and shown the results below. No clubs were excluded from these results.

	Average (12 Centers)	Top Third Average (4 Centers)	Middle Third Average (4 Centers)	Bottom Third Average (4 Centers)
Average Monthly Membership Count[1]	703	963	602	544
Number/Percent at or Above Average Monthly Membership Count	5/42%	3/75%	1/25%	3/75%
Median	607	984	582	559
Revenue				
Membership Fees	290,396	384,760	253,353	233,075
Personal Training /Coaching	182,717	239,298	193,085	115,767
Pay Per Visit	22,247	36,973	13,909	15,858
Average Total Revenue[1]	**495,359**	**661,031**	**460,346**	**364,700**
Number/Percent at or Above Average Revenue	5/42%	2/50%	1/25%	3/75%
Highest Total Revenue	757,612	757,612	543,046	400,472
Lowest Total Revenue	306,705	597,907	421,495	306,705
Median	438,422	644,303	438,422	375,812
Operating Expenses				
Rent and Cam	116,451	146,094	111,038	92,220
Personal Training Expenses	103,511	131,987	108,104	70,441
Royalties[2]	9,588	9,588	9,588	9,588
Processing/CC Fees	17,850	24,470	15,462	13,618
Utilities	24,586	25,322	22,494	25,943
Insurance[3]	3,200	3,200	3,200	3,200
Proximity Cards	1,868	2,486	1,480	1,637
General Advertising Fee[4]	7,200	7,200	7,200	7,200
Local Marketing[5]	10,200	11,400	9,600	9,600

	Average (12 Centers)	Top Third Average (4 Centers)	Middle Third Average (4 Centers)	Bottom Third Average (4 Centers)
Maintenance	10,729	14,147	8,086	9,954
Base Technology Fee[6]	9,588	9,588	9,588	9,588
Conference Fee[7]	750	750	750	750
KPSOFTWORKS	3,948	3,948	3,948	3,948
Office Expense	5,464	6,295	4,894	5,203
Cleaning Expense	8,449	12,422	4,418	8,506
License Fees[8]	150	150	150	150
Miscellaneous[9]	4,354	4,354	5,664	3,044
Total Average Operating Expenses	**337,884**	**413,401**	**325,662**	**274,590**
Number/Percentage At or Above Total Average Operating Expenses	6/50%	1/25%	2/50%	3/75%
Median	322,346	409,211	322,346	285,832
Average Net Operating Income Before Manager Salary, Interest, Taxes, Depreciation and Amortization	**157,475**	**247,630**	**134,685**	**90,110**
Margin %	*31.79%*	*37.46%*	*29.26%*	*24.71%*
Number/Percentage At or Above Average Net Operating Income Before Manager Salary, Interest, Taxes, Depreciation and Amortization	5/42%	2/50%	1/25%	2/50%
Median	121,804	245,158	121,476	85,982
Manager(s) Base Salary[10]	44,787	50,072	41,575	42,716
Average Earnings Before Interest, Taxes, Depreciation and Amortization	**112,687**	**197,558**	**93,110**	**47,394**
EBITDA Margin %	*22.75%*	*29.89%*	*20.23%*	*13.00%*
# and % At or Above the Average Earnings Before Interest, Taxes, Depreciation and Amortization	5/42%	2/50%	1/25%	1/25%
Median	80,854	197,753	80,030	41,735

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

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

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

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

5 – These amounts have been adjusted to show what a franchisee would incur based on the tiers in which these clubs are located. Our company-owned centers actually spent less ~~on~~ on local advertising during the 12 month period ended February 29, 2024. These amounts do not include Grand Opening or Ramp Up Program costs as these are not new centers. Grand Opening and Ramp Up Program costs range from $11,000 to $23,000 depending upon the market tier in which the center is located.

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

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

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

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

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

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

Information for Anytime Fitness Centers

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

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

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

Other than as set forth above, we do not make any representations about a franchisee's future financial performance or the past financial performance of franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are

purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting General Counsel James Goniea at 111 Weir Drive, Woodbury, Minnesota 55125, telephone (651) 438-5000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

All of the information in the tables below is as of December 31 of the applicable year. All of the company-owned outlets disclosed in the tables below were owned by our predecessor as of the time period referenced. All of the franchised outlets disclosed in the tables below, which opened before the Securitization Transaction, were operated under Franchise Agreements with our predecessor until the Securitization Transaction in November 2021.

Table No. 1

SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	2361	2334	-27
	2022	2334	2318	-16
	2023	2318	2298	-20
Company-Owned	2021	13	13	0
	2022	13	12	-1
	2023	12	12	0
Total Outlets	**2021**	**2374**	**2347**	**-27**
	2022	**2347**	**2330**	**-17**
	2023	**2330**	**2310**	**-20**

Table No. 2

TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN TO US) FOR YEARS 2021 TO 2023

State	Year	Number of Transfers
Alabama	2021	4
	2022	1
	2023	0
Arizona	2021	5
	2022	3
	2023	3
Arkansas	2021	0
	2022	10
	2023	1
California	2021	6
	2022	16
	2023	9
Colorado	2021	5
	2022	4
	2023	1
Connecticut	2021	0
	2022	0
	2023	1
Delaware	2021	0
	2022	0

State	Year	Number of Transfers
	2023	1
Florida	2021	16
	2022	17
	2023	23
Georgia	2021	9
	2022	10
	2023	8
Hawaii	2021	0
	2022	2
	2023	0
Idaho	2021	3
	2022	2
	2023	4
Illinois	2021	4
	2022	5
	2023	7
Indiana	2021	18
	2022	6
	2023	10
Iowa	2021	7
	2022	8
	2023	8
Kansas	2021	0
	2022	1
	2023	2
Kentucky	2021	1
	2022	2
	2023	0
Louisiana	2021	10
	2022	10
	2023	10
Maryland	2021	0
	2022	3
	2023	3
Massachusetts	2021	4
	2022	0
	2023	2
Michigan	2021	3
	2022	4
	2023	17
Minnesota	2021	5
	2022	11
	2023	15
Mississippi	2021	1
	2022	0
	2023	1
Missouri	2021	3
	2022	4
	2023	5
Montana	2021	0
	2022	0
	2023	1
Nebraska	2021	3
	2022	5

State	Year	Number of Transfers
	2023	4
Nevada	2021	4
	2022	2
	2023	2
New Jersey	2021	0
	2022	1
	2023	4
New Mexico	2021	1
	2022	1
	2023	3
New York	2021	0
	2022	0
	2023	2
North Carolina	2021	3
	2022	3
	2023	18
North Dakota	2021	0
	2022	4
	2023	0
Ohio	2021	14
	2022	1
	2023	5
Oklahoma	2021	2
	2022	6
	2023	5
Pennsylvania	2021	1
	2022	5
	2023	10
Rhode Island	2021	2
	2022	0
	2023	0
South Carolina	2021	2
	2022	4
	2023	7
South Dakota	2021	1
	2022	2
	2023	1
Tennessee	2021	4
	2022	6
	2023	0
Texas	2021	20
	2022	13
	2023	17
Utah	2021	2
	2022	2
	2023	2
Vermont	2021	0
	2022	0
	2023	1
Virginia	2021	5
	2022	7
	2023	7
Washington	2021	6
	2022	6

State	Year	Number of Transfers
	2023	6
West Virginia	2021	1
	2022	0
	2023	0
Wisconsin	2021	6
	2022	17
	2023	17
Wyoming	2021	1
	2022	0
	2023	0
Total	**2021**	**182**
	2022	**204**
	2023	**243**

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

Table No. 3

STATUS OF FRANCHISED OUTLETS FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2021	31	0	2	2	0	0	27
	2022	27	0	1	0	0	0	26
	2023	26	0	1	2	0	0	23
Alaska	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Arizona	2021	45	0	1	3	0	0	41
	2022	41	1	1	1	0	0	40
	2023	40	3	0	1	0	0	42
Arkansas	2021	28	1	0	1	0	0	28
	2022	28	0	1	1	0	0	26
	2023	26	1	0	0	0	0	27
California	2021	123	9	5	1	0	0	126
	2022	126	7	0	0	0	0	133
	2023	133	5	4	1	0	0	133
Colorado	2021	50	1	4	0	0	0	47
	2022	47	1	0	0	0	0	48
	2023	48	0	2	0	0	0	46
Connecticut	2021	21	3	0	0	0	0	24
	2022	24	0	1	0	0	0	23
	2023	23	0	0	0	0	0	23
Delaware	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	1	0	0	7
Florida	2021	153	6	3	2	0	0	154
	2022	154	3	6	4	0	0	147
	2023	147	1	6	1	0	0	141
Georgia	2021	87	0	1	4	0	0	82
	2022	82	1	5	2	0	0	76
	2023	76	0	3	0	0	0	73
Hawaii	2021	7	0	0	0	0	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2022	7	0	0	0	0	0	7
	2023	7	0	1	0	0	0	6
Idaho	2021	25	0	1	0	0	0	24
	2022	24	0	0	0	0	0	24
	2023	24	0	0	0	0	0	24
Illinois	2021	85	2	1	0	0	0	86
	2022	86	2	1	1	0	0	86
	2023	86	2	3	0	0	0	85
Indiana	2021	99	0	2	0	0	1	96
	2022	96	0	2	0	0	0	94
	2023	94	2	0	0	0	0	96
Iowa	2021	59	3	3	2	0	0	57
	2022	57	0	0	0	0	0	57
	2023	57	2	0	1	0	0	58
Kansas	2021	15	0	3	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	2	1	0	0	0	13
Kentucky	2021	14	1	2	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	1	0	1	0	0	13
Louisiana	2021	115	0	0	0	0	0	115
	2022	115	1	0	0	0	0	116
	2023	116	1	1	0	0	0	116
Maine	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Maryland	2021	24	1	1	0	0	0	24
	2022	24	0	3	0	0	0	21
	2023	21	1	0	1	0	0	21
Massachusetts	2021	40	1	1	1	0	0	39
	2022	39	2	1	0	0	0	40
	2023	40	0	2	1	0	0	37
Michigan	2021	87	2	5	0	0	0	84
	2022	84	1	1	0	0	0	84
	2023	84	3	3	1	0	0	83
Minnesota	2021	141	4	2	0	1	0	142
	2022	142	0	2	2	0	0	138
	2023	138	0	1	0	0	0	137
Mississippi	2021	24	0	1	0	0	0	23
	2022	23	0	0	1	0	0	22
	2023	22	0	1	1	0	0	20
Missouri	2021	46	2	1	1	0	0	46
	2022	46	4	2	1	0	0	47
	2023	47	0	0	2	0	0	45
Montana	2021	5	1	0	0	0	0	6
	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Nebraska	2021	32	0	0	0	0	0	32
	2022	32	0	3	0	0	0	29
	2023	29	3	1	0	0	0	31
Nevada	2021	29	0	0	1	0	0	28
	2022	28	0	1	0	0	0	27

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2023	27	1	1	0	0	0	27
New Hampshire	2021	3	1	0	1	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	1	0	0	0	2
New Jersey	2021	18	0	2	0	0	0	16
	2022	16	0	0	1	0	0	15
	2023	15	1	0	0	0	0	16
New Mexico	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21
	2023	21	1	1	0	0	0	21
New York	2021	20	0	2	1	0	0	17
	2022	17	1	0	1	0	0	17
	2023	17	0	0	0	0	0	17
North Carolina	2021	42	0	0	1	0	0	41
	2022	41	2	1	0	0	0	42
	2023	42	1	1	0	0	0	42
North Dakota	2021	16	0	0	0	0	0	16
	2022	16	1	1	0	0	0	16
	2023	16	0	0	0	0	0	16
Ohio	2021	73	1	2	1	0	0	71
	2022	71	2	0	1	0	0	72
	2023	72	2	0	1	0	0	73
Oklahoma	2021	33	0	1	0	0	0	32
	2022	32	0	1	1	0	0	30
	2023	30	0	0	1	0	0	29
Oregon	2021	30	0	0	0	0	0	30
	2022	30	1	0	0	0	0	31
	2023	31	0	1	2	0	0	28
Pennsylvania	2021	66	5	2	1	0	0	68
	2022	68	5	2	2	0	0	69
	2023	69	2	0	3	0	0	68
Rhode Island	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
South Carolina	2021	32	1	2	0	0	0	31
	2022	31	0	0	0	0	0	31
	2023	31	1	1	1	0	0	30
South Dakota	2021	17	0	0	0	0	0	17
	2022	17	1	0	0	0	0	18
	2023	18	1	0	0	0	0	19
Tennessee	2021	34	1	0	0	0	0	35
	2022	35	0	1	0	0	0	34
	2023	34	1	0	0	0	0	35
Texas	2021	254	11	6	2	0	0	257
	2022	257	9	3	1	0	0	262
	2023	262	5	2	2	0	0	263
Utah	2021	17	0	0	0	0	0	17
	2022	17	1	0	0	0	0	18
	2023	18	0	1	0	0	0	17
Vermont	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Virginia	2021	68	0	1	0	0	0	67
	2022	67	0	1	0	0	0	66
	2023	66	3	2	0	0	0	67
Washington	2021	71	2	0	1	0	0	72
	2022	72	2	1	0	0	0	73
	2023	73	0	0	1	0	0	72
West Virginia	2021	15	1	0	0	0	0	16
	2022	16	0	1	0	0	0	15
	2023	15	0	0	0	0	0	15
Wisconsin	2021	119	0	1	1	0	0	117
	2022	117	0	2	0	0	0	115
	2023	115	1	1	0	0	0	115
Wyoming	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Totals	**2021**	**2361**	**60**	**58**	**27**	**1**	**1**	**2334**
	2022	**2334**	**49**	**45**	**20**	**0**	**0**	**2318**
	2023	**2318**	**47**	**42**	**25**	**0**	**0**	**2298**

Table No. 4

STATUS OF COMPANY OWNED OUTLETS FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2021	2	0	0	1	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Illinois	2021	9	0	0	0	0	9
	2022	9	0	0	0	0	9
	2023	9	0	0	0	0	9
Maine	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
Minnesota	2021	1	0	1	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
Totals Totals	**2021**	**13**	**0**	**1**	**1**	**0**	**13**
	2022	**13**	**0**	**0**	**1**	**0**	**12**
	2023	**12**	**0**	**0**	**0**	**0**	**12**

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

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2023

State	Franchise Agreements Signed as of December 31, 2023 But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company – Owned (or Affiliate-owned) Outlets in the Next Fiscal Year
Alabama	0	0-2	0-4
Alaska	0	0-2	0-4
Arizona	1	1-2	0-4
Arkansas	0	0-2	0-4
California	14	4-7	0-4
Colorado	6	3-5	0-4
Connecticut	2	1-2	0-4
Delaware	0	0-2	0-4
District of Columbia	0	0-2	0-4
Florida	24	4-9	0-4
Georgia	1	1-2	0-4
Hawaii	2	1-2	0-4
Idaho	3	2-4	0-4
Illinois	20	4-9	0-4
Indiana	5	3-5	0-4
Iowa	0	0-2	0-4
Kansas	0	0-2	0-4
Kentucky	2	1-2	0-4
Louisiana	2	1-2	0-4
Maine	0	0-2	0-4
Maryland	3	2-4	0-4
Massachusetts	2	1-2	0-4
Michigan	3	2-4	0-4
Minnesota	5	3-5	0-4
Mississippi	2	1-2	0-4
Missouri	1	1-2	0-4
Montana	1	1-2	0-4
Nebraska	3	2-4	0-4
Nevada	2	1-2	0-4
New Hampshire	0	0-2	0-4
New Jersey	6	3-5	0-4
New Mexico	5	3-5	0-4
New York	6	3-5	0-4
North Carolina	14	4-7	0-4
North Dakota	0	0-2	0-4
Ohio	7	3-5	0-4
Oklahoma	0	0-2	0-4

State	Franchise Agreements Signed as of December 31, 2023 But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company – Owned (or Affiliate-owned) Outlets in the Next Fiscal Year
Oregon	0	0-2	0-4
Pennsylvania	6	3-5	0-4
Rhode Island	0	0-2	0-4
South Carolina	5	3-5	0-4
South Dakota	0	0-2	0-4
Tennessee	5	3-5	0-4
Texas	28	4-9	0-4
Utah	2	1-2	0-4
Vermont	0	0-2	0-4
Virginia	1	1-2	0-4
Washington	6	3-5	0-4
West Virginia	1	1-2	0-4
Wisconsin	3	2-4	0-4
Wyoming	1	1-2	0-4
Puerto Rico	0	0-2	0-4
U.S. Virgin Islands	0	0-2	0-4
Other U.S. Territories and Possessions	0	0-2	0-4
Total	**200**	**78-182**	**0-4**

A list of the names, addresses and telephone numbers of all Anytime Fitness franchisees, and the locations of their open Anytime Fitness centers as of December 31, 2023, is attached to this Disclosure Document as Exhibit C-1.

A list of all franchisees who have been terminated, canceled, not renewed, or otherwise voluntarily ceased to do business under the Franchise Agreement during the 12-month period ended December 31, 2023, or who have not communicated with us within 10 weeks of our application date, is attached to this Disclosure Document as Exhibit C-2. There are 427 franchisees on this list.

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

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

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

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

ITEM 21.
FINANCIAL STATEMENTS

Attached at Exhibit D are the audited financial statements of our affiliate SEB Franchising Guarantor LLC ("SFG"), as of December 31, 2023 and 2022. SFG guarantees our performance under the Franchise Agreement and other related documents. A copy of the guaranty of SFG is attached at Exhibit D.

As reflected in Item 1, Anytime Fitness, LLC will be providing required support and services to franchisees under a management agreement with us. Attached at Exhibit D are the audited financial statements of Anytime Fitness, LLC for the fiscal years ended December 31, 2021, December 31, 2022 and December 31, 2023. These financial statements are being provided for disclosure purposes only. Anytime Fitness, LLC is not a party to the Franchise Agreement, Development Agreement or any other agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or Development Agreement we sign with franchisees.

Also attached at Exhibit D are the unaudited Balance Sheets and Income Statements of SFG and Anytime Fitness, LLC as of, and for the period ended, February 29, 2024.

ITEM 22.
CONTRACTS

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

ITEM 23.
RECEIPTS

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

EXHIBIT A

LIST OF STATE AGENCIES/
AGENTS FOR SERVICE OF PROCESS

LIST OF STATE AGENCIES

California
Department of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677 (toll free)
Ask.DFPI@dfpi.ca.gov (email)

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

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

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

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

Michigan
Michigan Dept. of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48909
(517) 373-7117

Minnesota
Minnesota Department of Commerce
Registration and Licensing
Division
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 296-6328

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

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

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

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

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

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

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

LIST OF AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677 (toll free)

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

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

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

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

Michigan
Michigan Department of Commerce
Corporations and Securities Bureau
525 W. Ottawa St.
Lansing, Michigan 48933
(517) 373-7117

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

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

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

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

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

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

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

Wisconsin
Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way,
North Tower
Madison, Wisconsin 53705
(608) 266-8557

EXHIBIT B

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EXHIBIT B

ANYTIME FITNESS

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

EXHIBIT C-1

LIST OF FRANCHISEES AS OF DECEMBER 31, 2023

(INCLUDING AREA DEVELOPMENT AGREEMENT COMMITMENTS)

Legal Entity	Address	City	State	Zip	Telephone Number	Status	Area Development
ATFAK-ANC1, LLC	8936 Lake Otis Pkwy	Anchorage	AK	99507	907-339-2348		*
ATFAK-SOL1, LLC	42115 Kalifornsky Beach Rd, Ste A3	Soldotna	AK	99669	907-262-6197		
J & C Garcia LLC	26 Broad St	Alexander City	AL	35010	256-329-1004		
San Jose, LLC	1416 N Brindlee	Arab	AL	35016	256-640-8388		
CKC Fitness, LLC	1984 Veterans Memorial Dr	Birmingham	AL	35214	205-874-6644		
Murphy Health & Fitness, LLC	11971 Liberty Pkwy	Birmingham	AL	35242	205-957-2525		
Fountain Enterprises, LLC	1650 Douglas Ave	Brewton	AL	36426	251-314-1411		
Chelsea Fitness LLC	16054 Hwy. 280, Ste. 700	Chelsea	AL	35043	205-678-8820		
San Sebastiano LLC	1845 Patriot Way SW	Cullman	AL	35055	256-841-6500		
New Life Fitness2 LLC	2020 US-98, Ste C	Daphne	AL	36526	251-626-5018		
3-D Fitness, LLC	8154 Hwy 59, Ste 216	Foley	AL	36535	251-923-5550		
All Things Fitness, Inc.	2075 Cecil Ashburn Drive SE	Huntsville	AL	35802	256-970-1400		
Benjamin Handley	24571 US Hwy 31	Jemison	AL	35085	205-688-5060		
Kingdom Fitness Ventures LLC	1874 Slaughter Rd., St G-J	Madison	AL	35758	256-325-0016		
Don Gomien & Associates, Inc.	3456 Hillcrest Rd	Mobile	AL	36695	251-662-1320		
Donald Gomien	9120 Airport Blvd, Suite F	Mobile	AL	36608	251-639-3556		
Fountain Enterprises, LLC	465 Pike St, Ste C	Monroeville	AL	36460	251-302-2431		
Anthony S. Thorn and Julie Ann Thorn	2701 Frederick Rd	Opelika	AL	36801	334-759-6464		
Rockit Body Fitness, LLC	70 Taylor Road	Owens Cross Roads	AL	35763	256-812-2081		
Jim Slack	1548 US-231 S, Ste 1	Ozark	AL	36360	334-445-9009		
TASK Fitness, LLC	5408 Summerville Rd.	Phenix City	AL	36867	334-332-9200		
New Life Fitness2, LLC	21862 AL-59	Robertsdale	AL	36567	251-240-0499		
Analyst One Financial, LLC	1513 S Broad St	Scottsboro	AL	35768	256-575-8450		
Leah Langlinais	10200 Eastern Shore Blvd, Ste 404	Spanish Fort	AL	36527	251-299-2229		*

Jim Slack	105 Southland Vlg	Troy	AL	36079	334-770-0888		
Bandon Fitness (Texas), Inc.	1420 S Constitution Ave	Ashdown	AR	71822	870-898-5700		
Patrick Connell	3050 Harrison St	Batesville	AR	72501	870-793-2700		
Bandon Fitness (Texas), Inc.	101 North Service	Blytheville	AR	72315	870-824-5490		
ELynn, Inc.	105 Progress Way	Bryant	AR	72022	501-213-0526		*
RFC69, LLC	206 Garden Oaks Dr	Camden	AR	71701	870-836-7100		
Bandon Fitness (Texas), Inc.	1151 Rogers Ave	Clarksville	AR	72830	479-705-0011		
PW Fitness LLC	6315 Wedington Dr, Unit 2	Fayetteville	AR	72704	479-935-4600		
Band of Brothers Fitness Group - Chaffee Crossing,	6220 Massard Rd	Fort Smith	AR	72916	479-877-7389		*
JD FITNESS LLC	11735 Old Hwy 71 S	Fort Smith	AR	72916	479-668-0119		*
Bandon Fitness (Texas), Inc.	47 S Broadview St	Greenbrier	AR	72058	501-679-0677		
Bandon Fitness (Texas), Inc.	2427 W Center St	Greenwood	AR	72936	479-431-5105		*
D R Profit Ventures, LLC	115 Industrial Park Rd	Harrison	AR	72601	870-416-3606		
Bandon Fitness (Texas), Inc.	1301 N Hervey	Hope	AR	71801	870-777-9100		
Bandon Fitness (Texas), Inc.	7403 Cantrell Rd	Little Rock	AR	72207	501-663-4400		
Faith 4 Life Enterprises, Inc.	106 Bloomington Rd	Lowell	AR	72745	479-365-6768		
Bandon Fitness (Texas), Inc.	608 Martin Luther King Blvd	Malvern	AR	72104	501-467-8485		
Powerhouse Group LLC	203 E Military Rd	Marion	AR	72364	870-739-1266		
Bandon Fitness (Texas), Inc.	20 Bruce St	Morrilton	AR	72110	501-289-6534		
Bandon Fitness (Texas), Inc.	40 Plaza Way, Ste 30	Mountain Home	AR	72653	870-580-0941		
Bandon Fitness (Texas), Inc.	815 Malcolm Ave	Newport	AR	72112	870-495-1950		*
Lane & Pickney Investments, Inc.	1700 Linwood Dr	Paragould	AR	72450	870-236-1551		
Bandon Fitness (Texas), Inc.	2005 N Arkansas Ave	Russellville	AR	72802	479-957-9156		*
Inspired Siloam Fitness	1007 S Mt Olive St	Siloam	AR	72761	479-373-1122		

LLC		Springs					
Michael Beard	1602 E Robinson Ave	Springdale	AR	72764	479-841-9752		
Samurai 327, LLC	7058 W Sunset Ave, Suite 2	Springdale	AR	72762	479-633-7348		
Bandon Fitness (Texas), Inc.	2229 Trinity Blvd	Texarkana	AR	71854	870-772-4348		
Powerhouse Group LLC	113 N Missouri St	West Memphis	AR	72301	870-629-5262		
Luke Lehr	42407 N Vision Way	Anthem	AZ	85086	623-215-4669		
Kevin Christopher Jack and Kimberly Jack	29855 N Tatum Blvd	Cave Creek	AZ	85331	480-681-5200		
Bandon Fitness (Texas), Inc.	1065 E Riggs Rd	Chandler	AZ	85249	480-821-2112		
MAF Chandler, LLC	1072 W Chandler	Chandler	AZ	85224	480-917-0005		
Ratrace, Inc.	759 N Hwy 89	Chino Valley	AZ	86323	928-636-8348		
Bandon Fitness (Texas), Inc.	450 W Ruins Dr	Coolidge	AZ	85128	520-723-0995		
DBH FITNESS LLC	13915 N Dysart Rd, Ste A4	El Mirage	AZ	85335	623-583-2064		
Flagstaff ATF, LLC	2500 S Woodlands Vlg Dr, Ste 21	Flagstaff	AZ	86001	928-226-7064		
Big M, LLC	16425 E Palisades Blvd	Fountain Hills	AZ	85268	480-837-5151		
10 More LLC	949 N Val Vista Dr, Ste 115	Gilbert	AZ	85234	480-892-5646		
Body Craft Investments, LLC	4720 E Queen Ck Rd	Gilbert	AZ	85297	480-279-2855		
DBH FITNESS LLC	6640 W Cactus Rd, Ste A 112	Glendale	AZ	85304	623-594-2422		
Doolittle Enterprises Inc.	3780 W Happy Valley Rd	Glendale	AZ	85310	623-377-8440		
Adrianna Gomez and Raymond Gomez	2338 Wildflower Street	Kingman	AZ	86401	661-623-1587	Projected to open in Kingman, AZ**	
Alison and Joseph Capote	62 S Lk Havasu Ave	Lake Havasu City	AZ	86403	928-302-3883		
Bandon Fitness (Texas), Inc.	12958 W Indian School Rd	Litchfield Park	AZ	85340	623-935-2737		
Bandon Fitness (Texas), Inc.	12040 N Thornydale Rd, Ste 106	Marana	AZ	85658	520-579-2600		
ATF Maricopa, LLC	21116 N John Wayne Pkwy B3	Maricopa	AZ	85139	520-568-5226		
Bandon Fitness (Texas), Inc.	8257 E. Guadalupe Rd.	Mesa	AZ	85212	480-354-0666		

Ignite Investments LLC	1239 E McKellips Rd	Mesa	AZ	85203	480-464-5646		
Bandon Fitness (Texas), Inc.	2250 Highway 60	Miami	AZ	85539	928-473-1328		*
98 Bell, LLC	11911 N 1st Ave, Ste 101	Oro Valley	AZ	85737	520-219-2869		
SIMS 34, LLC	24640 N Lake Pleasant Rd, Ste 103	Peoria	AZ	85383	623-518-6100		
ADMFITNESS, LLC and William Nicholls and	15610 N 7th St	Phoenix	AZ	85022	602-795-8088		
B-Fit Enterprises, LLC	4855 Warner Rd	Phoenix	AZ	85044	480-900-1616		
Foothills Fitness 24/7, LLC	1420 E Chandler Blvd, Suite 104	Phoenix	AZ	85048	480-460-1673		
L13cky Health, LLC	111 E Dunlap Ave, Ste 9	Phoenix	AZ	85020	602-883-7800		*
L13cky Health, LLC	4030 E Thunderbird Rd, Ste D	Phoenix	AZ	85032	602-883-8733		*
L13cky Health, LLC	3135 E Indian School Rd	Phoenix	AZ	85016	602-362-3166		
Michael Zaia	18413 N Cave Creek Rd	Phoenix	AZ	85032	602-824-9095		
Michael Laird	3190 Willow Creek Rd	Prescott	AZ	86301	928-227-8337		*
Ratrace, Inc.	6715 E 2nd St, Ste A	Prescott Valley	AZ	86314	928-443-5701		
Bandon Fitness (Texas), Inc.	40601 N Gantzel Rd	San Tan Valley	AZ	85140	480-677-3637		*
Queen Creek ATF, LLC	530 E Hunt Hwy, Ste 113	San Tan Valley	AZ	85143	480-888-9332		
K2 Fitness, LLC	32687 N Scottsdale Rd	Scottsdale	AZ	85266	480-575-7505		
Kevin Redus	7679 E Pinnacle Peak Rd	Scottsdale	AZ	85255	480-689-5997		
L13cky Health, LLC	5094 North Hayden Rd	Scottsdale	AZ	85250	602-900-0852		
L13CKY Health, LLC	2240 N Scottsdale Rd	Tempe	AZ	85281	602-362-3362		*
98 Bell, LLC	7937 N Oracle Rd	Tucson	AZ	85704	520-622-2514		
A&R FOOTHILLS FITNESS LLC	4784 E Sunrise Dr	Tucson	AZ	85718	520-577-4607		*
APZ LLC	8868 Tanque Verde Rd	Tucson	AZ	85749	520-760-1200		
Bandon Fitness (Texas), Inc.	7475 W Twin Peaks Rd, Ste 103-109	Tucson	AZ	85743	520-579-6615		
STRONG ALPHA FOXTROT LLC	2500 N Silverbell Rd, Ste 100	Tucson	AZ	85745	520-999-8282		

Milt Folas, Angie Folas and Stephan Folas	883D Island Dr	Alameda	CA	94502	510-864-2030		
Stephan Folas and Milt Folas	951 Marina Village Pkwy	Alameda	CA	94501	510-263-9574		
Travis MacKenzie and Marisa MacKenzie	2700 Balls Ferry Rd	Anderson	CA	96007	530-776-4541		
Richr, Inc.	13692 Apple Valley Rd, #130	Apple Valley	CA	92308	760-240-9933		
The Master's Holdings, Inc.	90 Rancho Del Mar	Aptos	CA	95003	831-662-1977		
Christopher Huisken and Lori Huisken	9 E Foothill Blvd	Arcadia	CA	91006	626-445-1026		
WC Assets LLC	717 Joaquin Rd	Arcadia	CA	91007	310-721-2348	Projected to open in Los Angeles, CA**	*
SOOZ-EQ FITNESS INC.	12130 New Airport Rd, Unit 200	Auburn	CA	95603	530-887-1265		
Richr, Inc.	1251 E Main St, Ste 4-5	Barstow	CA	92311	760-577-1718		*
Brett Livingstone and Rachel Livingstone	1820 Solano Ave, Ste A	Berkeley	CA	94707	510-526-4900		
Ignore the Limits, LLC	7750 Brentwood Blvd, Ste E	Brentwood	CA	94513	925-513-7001		
AFCamarillo LLC	5221 Mission Oaks Blvd	Camarillo	CA	93012	805-445-8899		
Allen Coleman	3490 Palmer Dr #3E, Golderado	Cameron Park	CA	95682	530-676-4111		
The Master's Holdings, Inc.	26536 Carmel Rancho Blvd	Carmel-By-The-Sea	CA	93923	831-293-8338		
Michael Heinold	67555 East Palm Canyon	Cathedral City	CA	92234	760-459-8101		
Bandon Fitness (Texas), Inc.	21525 Devonshire St	Chatsworth	CA	91311	818-477-2323		
All4good, Inc.	2499 Forest Ave	Chico	CA	95928	530-636-2424		
24/7 Fitness, Inc.	15709 Euclid Ave	Chino	CA	91710	909-550-1016		
DDK Corp.	2322 Proctor Valley Rd, Ste 105	Chula Vista	CA	91914	619-796-7777		
Rodrigo Mora, Edgar Mora and Marine Menier	583 Los Altos Dr	Chula Vista	CA	91914	619-666-9188	Projected to open in TBD, CA**	*
Rodrigo Mora, Edgar Mora and Marine Menier	583 Los Altos Dr	Chula Vista	CA	91914	619-666-9188	Projected to open in San Diego, CA**	*
Cesar Galvan-Arteaga and Patricia Lapant	792 S Cloverdale Blvd	Cloverdale	CA	95425	707-806-1094		
Five Star Fitness LLC	1023 Bridge St	Colusa	CA	95932	530-458-1669		
AFCC LLC	1150 Concord Ave	Concord	CA	94520	925-363-3301		*
	5434 Ygnacio Valley						

Blu Moon, Inc.	Rd, Ste 130	Concord	CA	94521	925-672-6700		
Benjamin and Amanda McCarty	2641 Green River Rd, Ste 102	Corona	CA	92882	951-475-1299		*
JAAS, LLC	215 S Citrus Ave	Covina	CA	91723	626-224-3973		
Forever Forward LLC	4130 Sepulveda Blvd	Culver City	CA	90230	424-672-3488		*
Powerhouse Gym & Fitness Center, Inc.	1900 N Lincoln St, Ste 102	Dixon	CA	95620	707-693-9500		
Fitness Democracy, LLC	2217 E Huntington Dr	Duarte	CA	91010	626-359-6394		
Rodrigo Mora, Edgar Mora and Marine Menier	13465 Camino Canada	El Cajon	CA	92021	619-956-9555		*
RSD Fitness, LP	2650 Jamacha Rd	El Cajon	CA	92019	619-741-3211		
Geminiz, LLC	630 N Pacific Coast Hwy, Unit 10	El Segundo	CA	90245	424-277-9000		
MinCA, LLC	9692 Elk Grove-Florin Rd	Elk Grove	CA	95624	916-936-3969		*
Happy San Diego LLC	260G N El Camino Real	Encinitas	CA	92024	760-642-5566		
GK Fitness, Inc.	5089 Business Center Dr	Fairfield	CA	94534	707-864-1575		
Sohail Abdali	1955 W Texas St	Fairfield	CA	94533	707-673-4244		
VM FitBoys III LLC	855 S Main St	Fallbrook	CA	92028	760-723-2433		
MinCA, LLC	9500 Greenback Lane	Folsom	CA	95630	916-741-2030		*
MinCA, LLC	868 Lariat Loop	Galt	CA	95632	949-922-6374	Projected to open in Elk Grove, CA**	*
The Master's Holdings, Inc.	10530 Twin Cities Rd	Galt	CA	95632	209-314-1600		*
The Maker's Fitness, Inc.	755 1st St	Gilroy	CA	95020	408-846-4222		
La Canada Athletics Inc.	1335 Branta Dr.	Glendale	CA	91208	818-844-3379	Projected to open in Tujunga, CA**	
LK Fitness Group	300 E Colorado St	Glendale	CA	91205	818-584-7700		*
Teaghlach Kyn, LLC	9711 Vlg Ctr Dr, Ste 125	Granite Bay	CA	95746	916-786-3999		
TwinSS Fitness, Inc.	562 Sutton Way	Grass Valley	CA	95945	530-652-4680		
The Master's Holdings, Inc.	1554 CA-99	Gridley	CA	95948	530-797-9080		
Lommori ATF, LLC	300 Pacific Coast Hwy	Hermosa Beach	CA	90254	310-303-3334		
GYNOTME, LLC	18990 Coyote Valley	Hidden Valley Lake	CA	95467	707-987-9100		

	Rd, Stes 20 & 21						
The Master's Holdings, Inc.	1760 Airline Hwy, Ste I	Hollister	CA	95023	831-636-4699		
Christopher Huisken and Lori Huisken	21421 Brookhurst St	Huntington Beach	CA	92646	714-369-2337		
Coachella Valley Kiva Incorporated	81801 Indio Blvd	Indio	CA	92201	760-772-9772		
Ryan Chambers	11310 Prospect Dr, Ste 70	Jackson	CA	95642	209-223-3636		
The Master's Holdings, Inc.	939 Sierra St	Kingsburg	CA	93631	559-634-3555		
La Canada Athletics Inc.	890 Town Ctr Dr, Ste B	La Canada Flintridge	CA	91011	818-928-1314		
HAP Fitness LLC	5100 Orangethorpe Ave., Ste G	La Palma	CA	90623	562-725-3539		
Bandon Fitness (Texas), Inc.	24290 El Toro Rd.	Laguna Hills	CA	92637	949-946-6996		
ATF California LLC	44054 Sierra Vista Drive	Lancaster	CA	93536	314-322-0017	Projected to open in Santa Monica, CA**	
TEAM LUCA KOBE TRAINING INC.	880 Sterling Parkway, #10	Lincoln	CA	95648	916-587-6100		
The Master's Holdings, Inc.	1855 Holmes St	Livermore	CA	94550	925-292-7196		
WC Assets LLC	6337 E Spring St	Long Beach	CA	90808	562-270-9755		*
TwinSS Fitness, Inc.	3226 Boyington Rd	Loomis	CA	95650	916-660-0700		
The Master's Holdings, Inc.	120 General Stilwell Dr, Suite 200	Marina	CA	93933	831-917-9499		
The Master's Holdings, Inc.	399 Lighthouse Ave	Monterey	CA	93940	831-373-1234		
EIC 633, Inc.	144 W Los Angeles Ave	Moorpark	CA	93021	805-552-0050		
RealTalk Fitness of Land O' Lakes, LLC	17975 Madrid Ln	Morgan Hill	CA	95037	408-583-7220	Projected to open in TBD, FL**	
The Creator's Fitness Corp	715 Cochrane Rd	Morgan Hill	CA	95037	408-776-8980		
GSK Fitness Novato, Inc.	680 Quintana Rd	Morro Bay	CA	93442	805-225-5052		
Patrick Kam and Matt Morales	6347 Jarvis Ave	Newark	CA	94560	510-794-4888		
Golden Dog Wellness	180 Mary Ave	Nipomo	CA	93444	805-723-0191		
GSK Fitness Novato, Inc.	946 Diablo Ave	Novato	CA	94947	415-898-1166		
GSK Fitness Novato, Inc.	40050 Hwy 49, Ste N4	Oakhurst	CA	93644	559-683-2513		
Brett Livingstone and	2 Orinda Theatre						

Rachel Livingstone	Square, Ste 148	Orinda	CA	94563	925-542-0342		
The Master's Holdings, Inc.	1124 H Oro Dam Blvd E	Oroville	CA	95965	530-533-7770		
365 Fitness Holdings, LLC	702 N Ventura Rd	Oxnard	CA	93030	805-983-7770		
The Master's Holdings, Inc.	1146 Forest Ave	Pacific Grove	CA	93950	831-324-4004		*
NorCal Fitness, Inc.	1367 Linda Mar Shopping Center	Pacifica	CA	94044	650-808-7745		
Emma Lam and Kimberly Zumbro	36891 Cook St, Ste 1	Palm Desert	CA	92211	760-469-4648		
Austin Wright and James Adamitis	600 E Colorado Blvd	Pasadena	CA	91101	626-408-6500		*
The Master's Holdings, Inc.	1075 Sperry Ave, Ste D	Patterson	CA	95363	209-892-4348		
North Bay Whole Health, LLC	2620 Lakeville Hwy, Ste 310	Petaluma	CA	94954	707-779-2155		
Homegrown Fitness, LLC	4371 Phelan Rd	Phelan	CA	92371	442-936-9200		
Urban Enterprise Partners, Inc.	1477 Fitzgerald Dr	Pinole	CA	94564	510-222-5646		
AFGR LLC	3964 Missouri Flat Rd., Ste H-J	Placerville	CA	95667	530-295-3600		
MGC Fitness, LP	12222 Poway Rd, Ste 7	Poway	CA	92064	858-842-2222		
The Master's Holdings, Inc.	17547 Vierra Canyon Rd	Prunedale	CA	93907	831-663-9377		
Brad Creager and Jennifer Creager	850 Main St	Ramona	CA	92065	760-315-4040		
Cameron Park Coleman Fitness, Inc. and Karen	3161-3225 Zinfandel Dr	Rancho Cordova	CA	95670	916-706-0090		
Alison Capote and Joseph Capote	7890 Haven Ave, Ste 22	Rancho Cucamonga	CA	91730	909-484-6880		
Premier Fitness, LLC	3325-3331 Placer St	Redding	CA	96001	530-255-8087		
Benjamin McCarty and Amanda McCarty	500 N Orange St	Redlands	CA	92374	909-798-5000		
HUDFIT Corp.	1154 N Riverside Ave	Rialto	CA	92376	909-822-3102		
Benjamin McCarty and Michael Rappaport	3191 B Mission Inn Ave	Riverside	CA	92507	951-643-3992		
Sante Wellness, Corp.	4270 Riverwalk Pkwy, Suite 112-116	Riverside	CA	92505	951-977-9607		
TwinSS Fitness Inc.	3001 Stanford Ranch Rd	Rocklin	CA	95765	916-435-7900		
Grant Witham	1600 Kassidy Place	Rohnert Park	CA	94928	707-490-4682	Projected to open in Arnold, CA**	*
North Bay Whole Health,							

LLC	939 Golf Course Dr	Rohnert Park	CA	94928	707-585-8795		
Fazz LLC	1850 Douglas Blvd, Ste 204	Roseville	CA	95661	916-789-0110		
Jeff Kester	455 Watt Ave	Sacramento	CA	95864	916-481-7555		
JLo & Lil'C	6350 Folsom Blvd, Ste 160	Sacramento	CA	95819	916-452-5555		
The Master's Holdings, Inc.	1128 S Main St	Salinas	CA	93901	831-484-7878		
The Master's Holdings, Inc.	1594 N Sanborn Rd	Salinas	CA	93905	831-751-1622		*
AFVV LLC	811 Via Suerte	San Clemente	CA	92673	949-276-8888		
Bandon Fitness (Texas), Inc.	3165 Rosecrans St	San Diego	CA	92110	619-323-1993		
DDK Corp	180 Broadway	San Diego	CA	92101	619-304-8181		
3allinaf LLC	185 Branham Ln, Ste 7	San Jose	CA	95136	408-790-1790		
3allinaf LLC	3437 Rio Bravo Dr	San Jose	CA	95148	408-839-8385	Projected to open in San Jose, CA**	*
Sportschool SJC, LLC	31107 Rancho Viejo Rd, Ste 5	San Juan Capistrano	CA	92675	949-481-2220		
The Master's Holdings, Inc.	1343 Washington Ave	San Leandro	CA	94577	510-357-7711		
JMS Capital, Inc.	1234 E Mission Rd	San Marcos	CA	92069	760-203-4347		
The Master's Holdings, Inc.	1132 Academy Ave, Ste 108	Sanger	CA	93657	559-399-8080		
The Master's Holdings, Inc.	2718 Homestead Rd	Santa Clara	CA	95050	408-244-2884		
King Kermit, LLC	16676 Soledad Canyon Rd	Santa Clarita	CA	91387	661-250-7191		
Laura Halander	26869 Bouquet Cyn Rd	Santa Clarita	CA	91350	661-309-6299		
The Master's Holdings, Inc.	1640 Mission St	Santa Cruz	CA	95060	831-777-3999		
DDK Corp.	3400 Orcutt Rd	Santa Maria	CA	93455	805-938-1300		
Brett Livingstone and Rachel Livingstone	3215 Coffey Ln	Santa Rosa	CA	95403	707-836-6649		
Good Vibe Industries	5761 Mountain Hawk Way	Santa Rosa	CA	95409	707-538-4888		
JDS Fitness, Inc.	2885 Santa Rosa Ave	Santa Rosa	CA	95407	707-542-6500		
Norcal Fitness, Inc.	620 Larkfield Center	Santa Rosa	CA	95403	707-578-4900		

Michael Witt and Karen Witt	140 Donahue St	Sausalito	CA	94965	415-480-3838		
FF Management, LLC	2920 Westminster Blvd	Seal Beach	CA	90740	562-598-2100		
Withfit, Inc.	968 Gravenstein Hwy S	Sebastopol	CA	95472	707-340-6756		*
Sohail Abdali	2941 Cochran St	Simi Valley	CA	93065	805-522-5175		
The Master's Holdings, Inc.	2209 H Dela Rosa Sr. St	Soledad	CA	93960	831-237-5111		
Laura Kirley and Paul Kirley	500 W Napa St, Ste 536	Sonoma	CA	95476	707-938-7238		
Withfit, Inc.	13769 Mono Way, Ste D & E	Sonora	CA	95370	209-331-5759		*
AFSV LLC	2635 Main St	Susanville	CA	96130	530-257-7770		
Nahal Ahdoot	19235 Ventura Blvd	Tarzana	CA	91356	818-642-5277		
TEAM COLEMAN FITNESS INC	717 Wendy Dr	Thousand Oaks	CA	91320	805-379-9909		
The Master's Holdings, Inc.	2620 S Tracy Blvd, Ste 120	Tracy	CA	95376	209-839-8204		*
Clear Lake Fitness, LLC	175 S. Orchard Ave.	Ukiah	CA	95482	707-468-9999		
The Master's Holdings, Inc.	3025 Alamo Dr	Vacaville	CA	95687	707-685-8000		
GSK Fitness Novato, Inc.	1906 Vista Del Lago, Ste G	Valley Springs	CA	95252	209-920-3056		*
DDK Corp	12416 Weddington St #19	Valley Village	CA	91607	702-533-1932	Projected to open in San Diego, CA**	*
DDK Corp.	12416 Weddington St #19	Valley Village	CA	91607	702-533-1932	Projected to open in San Diego, CA**	*
Allen Coleman and Karen Terveer	2950 Johnson Dr	Ventura	CA	93003	805-658-1348		*
Allen Coleman and Karen Terveer	2700 E Thompson Blvd	Ventura	CA	93003	805-628-9161		*
Miraly Fitness LLC	12044 Dunia Rd., Ste. H	Victorville	CA	92392	760-947-8900		
VM FitBoys II LLC	1280 E Vista Way	Vista	CA	92084	760-691-2121		
SJGS Enterprises, LLC	2445 Hwy 46, Ste A	Wasco	CA	93280	661-758-1500		
North Bay Whole Health, LLC	8928 Lakewood Dr	Windsor	CA	95492	707-657-7424		
GSK Fitness Novato, Inc.	113 Main St.	Winters	CA	95694	530-795-4444		
JLSN Wellness, LLC	4512 Canoga Drive	Woodland Hills	CA	91364	323-610-3561	Projected to open in TBD, CA**	
	21550 Yorba Linda						

K&D Fitness Group LLC	Blvd, Ste 550 A-C	Yorba Linda	CA	92887	714-463-6260		
Cross Training Investments, LLC	177 Craft Dr, Ste 102	Alamosa	CO	81101	719-589-6520		
2708 AF Corp.	6520 Wadsworth Blvd, Ste 130	Arvada	CO	80003	303-456-6667		
Parker Road Fitness LLC	5458 S Parker Rd	Aurora	CO	80015	720-828-8998		
Runway2Fitness, LLC	7420 S Gartrell Rd, Ste C	Aurora	CO	80016	303-782-9348		
Daniel Franklin	939 Mountain Ave	Berthoud	CO	80513	970-670-3838		*
Sole to Soul Fitness LLC	6565 Gunpark Dr,	Boulder	CO	80301	303-530-7648		
Cross Training Assets, LLC	225 Pavilions Pl	Brighton	CO	80601	720-609-9200		
Canon City AT Fitness LLC	304 N 16th St	Canon City	CO	81212	719-657-7771		
BS&T Fitness LLC and Mary Katharine Deacon	794 S Perry St, Unit B	Castle Rock	CO	80104	303-872-8038		
JIM Enterprises LLC	1785 E Cheyenne Mountain Blvd	Colorado Springs	CO	80906	719-888-6889		*
Spring Fitness, LLC	820 Village Center Dr	Colorado Springs	CO	80919	719-725-2600		
True Grit Fitness Corp	6945 Austin Bluffs Pkwy	Colorado Springs	CO	80923	719-284-5200		
Cross Training Assets, LLC	10853 US Hwy 285, Suite C	Conifer	CO	80433	303-838-1130		
Daniel Sachtleben and Roxanne Sachtleben	10975 Elizabeth Drive	Conifer	CO	80433	303-912-8077	Projected to open in Buena Vista, CO**	*
Daniel Sachtleben and Roxanne Sachtleben	10975 Elizabeth Drive	Conifer	CO	80433	303-912-8077	Projected to open in Gunnison, CO**	*
Hecht Delta Fitness, LLC	300 Stafford Ln	Delta	CO	81416	970-874-5000		*
Chris Schultz Fitness, LLC	1244 E Colfax Ave	Denver	CO	80218	303-558-1555		
FG Fitness 1, LLC	3698 W 44th Ave, Ste G	Denver	CO	80211	720-475-0072		
Kimberly Lewis and William Lewis	9165 E Northfield Blvd, Ste 155	Denver	CO	80238	720-242-9948		*
Michael Jenulis and Kathryn Jenulis	6005 E Colfax	Denver	CO	80220	303-876-0997		
Yellowstone Holdings, LLC	1350 S Colorado Blvd, Ste 140	Denver	CO	80222	303-728-3424		
Fit 4 Life, LLC	125 Mercado St., Ste. 115	Durango	CO	81301	970-259-3007		
Runway 2 Fitness - Elizabeth, LLC	2340 Legacy Circle	Elizabeth	CO	80107	720-502-7676		*
James Worrell	155 W Hampden Ave	Englewood	CO	80110	720-663-1348		
Timothy Kellerman and	3897 - 3901						

Jaclyn James	Evergreen Pkwy	Evergreen	CO	80439	303-670-1496		
Fit For You, LLC	4445 City Centre Rd, Ste 100	Firestone	CO	80504	303-772-2660		
Christopher Cattolica and Ronnie Stuart	814 W Drake Rd	Fort Collins	CO	80526	970-223-2248		
HealthNuts, LLC	302 S College Ave, Ste 110	Fort Collins	CO	80524	970-295-4010		
J & J Enterprise, LLC	6436 S Hwy 85/87, Ste F	Fountain	CO	80817	719-392-4430		
Roaring Fork Fitness LLC	7025 Colorado 82, Building 1 - Unit 3A	Glenwood Springs	CO	81601	970-945-6000		
Eagle Valley Fitness, LLC	91 River Bend Way	Glenwood Springs	CO	81601	727-631-2553	Projected to open in Eagle, CO**	
Brian Wilson and Sage Cornell	2740 Hwy 50	Grand Junction	CO	81503	970-242-7200		
Bandon Fitness (Texas), Inc.	4855 W 10th St	Greeley	CO	80634	970-352-3640		
LJ Fitness LLC	4872 Thompson Pkwy	Johnstown	CO	80534	970-663-4517		
Sole to Soul Fitness LLC	325 Waneka Pkwy	Lafayette	CO	80026	720-890-7437		
Anytime 677, LLC	7580 S Pierce St, Units 6 & 7	Littleton	CO	80128	303-948-1911		
James Ferguson and Jeffrey Ferguson	1500 W Littleton Blvd, Stes 100-100B	Littleton	CO	80120	303-794-4235		
Cross Training Investments, LLC	1111 Francis St	Longmont	CO	80501	303-776-2633		
LVAF LLC	1107 Eagle Dr	Loveland	CO	80537	970-669-1059		*
Nicole Grine	301 S Main St	Mead	CO	80542	970-805-0073		
Nicole Grine	P.O. Box 104	Mead	CO	80542	720-255-5836	Projected to open in Frederick, CO**	*
Nicole Grine	P.O. Box 104	Mead	CO	80542	720-255-5836	Projected to open in TBD, CO**	*
Nicole Grine	1750 Broad St	Milliken	CO	80543	970-578-3550		*
Hecht Fitness, LLC	1544 Oxbow Dr, Ste 270	Montrose	CO	81401	970-249-5557		
Spence & Fuselier Fitness, LLC	1737 Lk Woodmoor Dr	Monument	CO	80132	719-374-5821		
Daniel Sachtleben and Roxanne Sachtleben	9985 D Hwy 50	Poncha Springs	CO	81242	719-626-2121		*
Jessica Grenier and Kevin Grenier	800 Airport Road	Rifle	CO	81650	970-665-9383		
Double Lane Enterprises, LLC	1875 Central Park Dr	Steamboat Springs	CO	80477	970-875-1130		*

AF 5034 Corp.	1115 W Main St	Sterling	CO	80751	970-522-2500		
Carrie Ladd	764 Imboden Mile Rd	Watkins	CO	80137	303-435-8488	Projected to open in Bennett, CO**	
RC Forster Fitness LLC	6556 Buttercup Dr, Unit 7	Wellington	CO	80549	970-472-6556		
Windsor 247 Fitness, Inc.	1159 W Main St	Windsor	CO	80550	970-674-3304		
Andrew Breton and Scott Regina	250 Albany Turnpike	Canton	CT	06019	860-352-2074		*
Fitness 4 U, LLC	493 Westchester Rd	Colchester	CT	06415	860-267-1001		
Andrew Breton and Scott Regina	51 Shunpike Rd, Unit 51-27	Cromwell	CT	06416	860-635-4024		
JJ ATF Deep River, LLC	190 Main St	Deep River	CT	06417	860-322-3987		
Andrew Breton and Scott Regina	89 W Rd	Ellington	CT	06029	860-871-1234		*
Andrew Breton and Scott Regina	188 Main St	Farmington	CT	06032	860-470-5110		
Andrew Breton & Scott	38-2868 Main St	Glastonbury	CT	06033	860-430-5308		
Andrew Breton and Scott Regina	5-9 Bank St	Granby	CT	06035	860-413-3737		*
JJ Madison, LLC	492-508 Old Toll Rd	Madison	CT	06443	203-421-2091		
Brase, Inc.	238-A Tolland Tpke.	Manchester	CT	06042	860-432-1300		
ATF Newington, LLC	3310 Berlin Tpke	Newington	CT	06111	860-770-6013		
Lymak Fitness, LLC	17 Liberty Way	Niantic	CT	06357	860-691-1611		
TJ-AF, LLC	50 Main St	Old Saybrook	CT	06475	860-388-1200		
J & TAF, LLC	62 Providence Pike	Putnam	CT	06260	860-315-9012		
Axel and Lynnea Mahlke	24 Hartford Rd	Salem	CT	06420	860-850-1010		*
ATF Somers, LLC	95 S. Rd.	Somers	CT	06071	860-265-3009		
Andrew Breton and Scott Regina	825 Queen Street	Southington	CT	06489	860-621-7200		*
Frank Cappola and Jennifer Jose-Cappola	838 High Ridge Rd	Stamford	CT	06905	203-388-8320		
AF Dynasty LLC	2020 Norwich New London Tpke, Unit 8	Uncasville	CT	06382	860-848-0383		
O.I.N.O. G.C., LLC	152 Chase Ave	Waterbury	CT	06704	203-527-5670		
Andrew Breton and Scott Regina	340 N Main St	West Hartford	CT	06117	860-570-0123		

Andrew Breton and Scott Regina	1110 Boulevard	West Hartford	CT	06119	714-717-5613	Projected to open in South Windsor, CT**	*
Andrew Breton and Scott Regina	1110 Boulevard	West Hartford	CT	06119	714-717-5613	Projected to open in Newington, CT**	
Andrew Breton and Scott Regina	84 Danbury Rd	Wilton	CT	06897	203-210-7474		*
Andrew Breton and Scott Regina	1065 Kennedy Rd	Windsor	CT	06095	860-219-0014		*
Fitness Management Group, Inc.	235 Governors Pl	Bear	DE	19701	302-834-2348		*
Iron Bar, LLC	702 Lantana Dr	Hockessin	DE	19707	302-239-4800		
DSN Corporation	660 Plaza Dr	Newark	DE	19702	302-738-3040		
Fitness Management Group, Inc.	247 S Main St	Newark	DE	19711	302-533-7773		*
Stratford Fitness LLC	201 Louviers Dr	Newark	DE	19711	302-533-6040		
Fitness Management Group, Inc.	599 Jimmy Dr, Stes 17,18,19-20	Smyrna	DE	19977	302-653-4496		
Fitness Management Group, Inc.	1812 Marsh Rd	Wilmington	DE	19810	302-475-2400		
Haley Everett and Wilfred	15202 NW 147th Dr	Alachua	FL	32615	386-518-5277		
Jim's Gyms, LLC	6110 Hwy 41 N	Apollo Beach	FL	33572	813-641-7171		*
Michael Foley	6442 Maiden Sea Drive	Apollo Beach	FL	33572	813-215-3375	Projected to open in TBD, FL**	*
BREWER FITNESS LLC	1309 East Oak St	Arcadia	FL	34266	863-240-0871		
Todd Altom	444 Havendale Blvd	Auburndale	FL	33823	863-965-4695		
Bandon Fitness (Texas), Inc.	906 US 27 S	Avon Park	FL	33825	863-784-0478		
Carle Fitness Centers, LLC	145 E Van Fleet Dr	Bartow	FL	33830	863-537-7123		
The Master's Holdings, Inc.	6144 14th St W	Bayshore Gardens	FL	34207	941-756-7084		*
RealTalk Fitness of Boynton	4758 N Congress	Boynton Beach	FL	33426	561-903-0474		
The Master's Holdings, Inc.	4001 Manatee Ave W	Bradenton	FL	34205	941-216-3112		*
Vanderbrook Ventures, LLC	4320 E SR-64 (Manatee Ave E)	Bradenton	FL	34208	941-746-5191		
Fitness Tennessee XII LLC	19340 Cortez Blvd	Brooksville	FL	34601	352-397-4862		*
The Master's Holdings, Inc.	31182 Cortez Blvd	Brooksville	FL	34602	352-667-7700		
Bandon Fitness (Texas),	2221 W. County Rd. 48, Ste.101			33513	352-569-1015		

Inc.		Bushnell	FL				
Mills Fitness LLC	450077 SR 200	Callahan	FL	32011	904-879-2747		
#850STRONG FITNESS LLC	856 N Tyndall Pkwy	Callaway	FL	32404	850-640-6150		
Cantonment Fitness, LLC	470 US-29	Cantonment	FL	32533	850-937-7660		
Cape Coral AF LLC	130 S Del Prado Blvd	Cape Coral	FL	33990	239-573-8805		
EHB, Inc.	2708 Santa Barbara Blvd	Cape Coral	FL	33914	239-549-3488		*
EHB, Inc.	2354 Surfside Blvd	Cape Coral	FL	33991	239-283-5900		*
Divita Fitness Corporation	3950 S US Hwy 17-92	Casselberry	FL	32707	407-636-4000		
KDJ Investment Group, Inc.	1220 NW 21st Ave	Chiefland	FL	32626	352-221-9988		
Arrington Investments LLC	1595 S Highland	Clearwater	FL	33756	727-396-7139		
Arrington Investments LLC	30210 US Hwy 19 N	Clearwater	FL	33761	727-781-2222		
David LaGree, April Calderon and John Nolan	2522 McMullen Booth Rd, Unit B	Clearwater	FL	33761	727-712-1575		
Bandon Fitness (Texas), Inc.	17445 US Hwy 192	Clermont	FL	34714	352-394-3339		
PD JAAMM LLC	2570 FL-50	Clermont	FL	34711	352-432-3901		
The Master's Holdings, Inc. DBA The Master's Fitness,	2311 SR 524	Cocoa	FL	32926	321-735-4815		*
Mills Fitness LLC	635 Wakulla-Arran Rd	Crawfordville	FL	32327	850-926-2010		
AF CRYSTAL RIVER INC.	2010 SE US Hwy 19	Crystal River	FL	34429	352-794-6161		
Carle Fitness Centers, LLC	14540 7th St	Dade City	FL	33523	352-437-5900		
BEAR CAPITAL INVESTMENTS, LLC	1124 Blackwolf Run Rd	Davenport	FL	33896	863-651-8616	Projected to open in Davenport, FL**	
KT Fitness, LLC	7982 Lk Wilson Rd	Davenport	FL	33896	863-439-8202		
The Master's Holdings, Inc. DBA The Master's Fitness,	1382 Howland Blvd	Deltona	FL	32738	386-259-9894		*
The Master's Holdings, Inc.	1471 Main St	Dunedin	FL	34698	727-733-1100		
Mills Fitness LLC	474285 E. State Rd. 200	Fernandina Beach	FL	32034	904-432-8120		
Aaron Simpson and Matthew Warner	9861 Bernwood Pl Dr	Fort Myers	FL	33966	239-931-0983		
Anytime Wellness, LLC	9211 College Pkwy	Fort Myers	FL	33919	239-481-2237		

WOEHRLE HEALTH & FITNESS 5, LLC	701 Orange Ave	Fort Pierce	FL	34950	772-461-2348		
Cliff Maloney and Justin Greiss	490 Hanover Port Lane	Fort Walton Beach	FL	32547	215-989-3451	Projected to open in Niceville, FL**	*
JWMC ENTERPRISES, LLC	339 Racetrack Rd NW	Fort Walton Beach	FL	32547	850-586-1747		
Bandon Fitness (Texas), Inc.	36 W Wall St	Frostproof	FL	33843	863-546-6010		
Bandon Fitness (Texas), Inc.	540 State Rd 13, Ste 103	Fruit Cove	FL	32259	904-342-8058		
LJCTS LLC	3916 NW 133rd St	Gainesville	FL	32606	352-327-1991	Projected to open in High Springs, FL**	
Turtle Hermit Training LLC	7070 SW Archer Rd	Gainesville	FL	32608	352-338-7722		
Rock'n Robin, LLC	3729 Gulf Breeze Pkwy.	Gulf Breeze	FL	32563	850-932-1111		
JJ & J Fitness, Inc.	515 US Hwy 17-92 W	Haines City	FL	33844	863-421-3481		
Vincent Rossetti	11690 SE Federal Hwy	Hobe Sound	FL	33455	772-545-2030		
AF HOMOSASSA INC.	5723 S Suncoast Blvd	Homosassa	FL	34446	352-503-6856		
Jessie Feast, Crystal Feast and Colleen Tully	13720 Little Rd	Hudson	FL	34667	727-378-1400		
Scott Garvin	318 Bahia Vista Dr	Indian Rocks Beach	FL	33785	574-265-1188	Projected to open in TBD, FL**	*
The Master's Holdings, Inc. DBA The Master's Fitness,	345 E Highland Blvd	Inverness	FL	34452	352-400-4894		*
Blue Star Investments, LLC	5541 Roosevelt Blvd	Jacksonville	FL	32244	904-643-7999		
McKay's Optimal Health, LLC	5613-2 San Jose Blvd	Jacksonville	FL	32207	904-731-7900		
Michael Brashear	3104 Flagler Avenue	Key West	FL	33040	305-741-7754		
E&A Fitness Inc.	1713 Business Ctr Ln	Kissimmee	FL	34758	407-978-6944		
Bandon Fitness (Texas), Inc.	510 E Hwy 466	Lady Lake	FL	32159	352-633-0868		
GLH Fitness, Inc.	138 Plz Ave	Lake Placid	FL	33852	863-659-1647		
Bandon Fitness (Texas), Inc.	1318 SR 60	Lake Wales	FL	33853	863-678-9999		
Blue Star Investments, LLC	4695 E CR-540A	Lakeland	FL	33813	863-800-0207		*
Simply FIT, LLC	12955 Seminole Blvd	Largo	FL	33778	727-286-5050		

Triumph Fit, Inc.	11700 Oakhurst Rd	Largo	FL	33774	727-388-9010		
AF LECANTO INC.	2668 W Woodview Ln	Lecanto	FL	34461	352-270-8868		
Foxtrot Fitness Group LLC	27900 US Hwy 27S	Leesburg	FL	34748	352-764-4422		
Kristopher J. DeRocker	10700 US Hwy 441, Stes 106-107-108	Leesburg	FL	34788	352-742-2008		
Michael Brashear	10700 US-441, Ste. 106	Leesburg	FL	34788	407-756-6236	Projected to open in TBD, FL**	
Ronald Rigaud and Monica Rigaud	16144 Churchview Dr. Ste 201, (Second	Lithia	FL	33547	813-438-8474		
GMJ Fitness, LLC	788 S 6th St	MacClenny	FL	32063	904-397-0370		
WOEHRLE HEALTH & FITNESS 3, LLC	1515 Palm Bay Rd	Melbourne	FL	32905	321-473-8923		
WOEHRLE HEALTH & FITNESS 3, LLC	1270 N Wickham Rd	Melbourne	FL	32935	321-242-0525		
WOEHRLE HEALTH & FITNESS 3, LLC	6300 N Wickham Rd	Melbourne	FL	32940	321-622-6750		*
Adamson Enterprises, Inc.	6568 Caroline St	Milton	FL	32570	850-623-3348		
Pace Fitness LLC	5797 Highland Lake Drive	Milton	FL	32583	850-736-3010	Projected to open in Pace, FL**	
Ararat Fitness, LLC	17195 US Hwy 441	Mt. Dora	FL	32757	352-308-8126		
Fitness by Pete, LLC	13040 Livingston Rd., Unit 17-18	Naples	FL	34105	239-261-2610		
John Minogue	14103 Nautica Ct	Naples	FL	34114	631-375-1160	Projected to open in Naples, FL**	*
Lucas Woehrle and Myranda Woehrle	6922 Avalon Circle, Unit 207	Naples	FL	34112	803-487-0453	Projected to open in Indian Harbour Beach, FL**	
Tapper Fitness, Inc.	5074 Rustic Oaks Cir.	Naples	FL	34105	410-409-1557	Projected to open in Estero, FL**	
Woehrle Health & Fitness, Inc.	9960 Business Crl, Ste 1	Naples	FL	34112	239-659-2002		
Woehrle Health and Fitness 2 LLC	7550 Mission Hills Dr	Naples	FL	34119	239-262-3348		
SH Capital AT-2 LLC	1151 S Sumter Blvd	North Port	FL	34287	941-426-9017		*
AF OCALA FS INC.	3930 SW. 42nd St., Ste. 103	Ocala	FL	34474	352-237-1848		
AF OCALA SC INC.	8585 SW Hwy 200, Ste 17	Ocala	FL	34481	352-237-8335		
Delany Fitness, LLC	3290 SE. 58th Ave.	Ocala	FL	34480	352-624-7393		
RZ Fitness LLC	9679 W. Colonial Dr	Ocoee	FL	34761	407-664-1121		

Blue Star Investments, LLC	4112 W. Town Ctr. Blvd.	Orlando	FL	32837	407-985-5849		
Clay Harris	9418 Prince Harry Dr	Orlando	FL	32836	407-284-7979	Projected to open in Winter Garden, FL**	
Gwendolyn Kousaie	2504 South Alafaya Trail	Orlando	FL	32832	407-237-0825		
Gwendolyn Kousaie	2525 San Tecla St #109	Orlando	FL	32835	407-721-3752	Projected to open in TBD, FL**	
NSY, Inc.	4446 Curry Ford Rd	Orlando	FL	32812	407-482-2888		
PD Jaamm, LLC	13807 Landstar Blvd, Ste 160	Orlando	FL	32824	407-917-3727		
Bandon Fitness (Texas), Inc.	302 N Nova Rd	Ormond Beach	FL	32174	386-677-8600		
Springer Ventures, LLC	1276 S Tamiami Trail	Osprey	FL	34229	941-441-9600		
LLL & Associates, LLC	4185 SW. High Meadows Ave.	Palm City	FL	34990	772-223-5515		
Bandon Fitness (Texas), Inc	260 Cypress Edge Dr., Ste. 106	Palm Coast	FL	32164	386-445-4945		
JWMC ENTERPRISES, LLC	679 Alderman Rd	Palm Harbor	FL	34683	727-266-4126		
VMP Fitness, LLC	4942 Ridgemoor Blvd	Palm Harbor	FL	34685	727-330-7545		
The Master's Holdings, Inc.	609 10th St E	Palmetto	FL	34221	941-417-7432		*
Daniel Willems, Benjamin Hild and Jennifer Hild	126 Sea Breeze Circle	Panama City Beach	FL	32413	850-628-8853	Projected to open in Panama City Beach, FL**	
Lead-2-Inspire Group, LLC	7613 N SR 7	Parkland	FL	33067	954-346-2002		
AMS 24/7 Fitness, Inc.	8332 US 301 N.	Parrish	FL	34219	941-981-3821		
Bandon Fitness (Texas), Inc.	3 W. Nine Mile Rd, Ste 8	Pensacola	FL	32534	850-497-6644		
New Life Fitness2, LLC	6301 N 9th Ave, Ste 3-5	Pensacola	FL	32504	850-969-1348		
New Life Fitness2, LLC	9075 W Hwy 98	Pensacola	FL	32506	850-435-4300		
Rock'n Robin, LLC	100 S. Alcaniz St.	Pensacola	FL	32502	850-469-1144		
Bandon Fitness (Texas), Inc.	1064 Cypress Pkwy	Poinciana	FL	34759	407-847-4144		
RealTalk Entertainment, LLC	1161 S Federal Hwy	Pompano Beach	FL	33062	561-903-0474		*
Big D Fitness, LLC	880 A1A N, Ste 17B	Ponte Vedra Beach	FL	32082	904-395-2500		*
SH Capital AT-LLC	24001 Peachland Blvd, Unit 10	Port Charlotte	FL	33954	941-764-7227		*

North Star Fitness Centers, Inc.	3761 S Nova Rd, Ste E	Port Orange	FL	32129	386-243-5640		
Fitness24 of Port Richey LLC	10053 US-19	Port Richey	FL	34668	727-835-5550		
Anytime PSL, LLC	230 SW Port Saint Lucie Blvd	Port Saint Lucie	FL	34984	772-344-6620		
BECKER RD AF LLC	802 SE Becker Rd	Port St. Lucie	FL	34984	772-343-0758		
Karo Brothers, Inc.	3941 Tamiami Tr, Unit 3165	Punta Gorda	FL	33950	941-347-8540		
DPGC Fitness, LLC	13184 US Hwy 301 S	Riverview	FL	33579	813-677-4800		
JWMC Enterprises, LLC	10875 Bloomingdale Ave	Riverview	FL	33578	813-269-8463		
Genesis Fitness Centers, Inc.	41 Chailett Rd	Rotonda West	FL	33947	941-828-0151		
Ancient City Fitness Ventures, Inc.	4010 US Hwy 1 S	Saint Augustine	FL	32086	904-297-2300		
Bo Kern	183 Bay Circle Drive	Santa Rosa Beach	FL	32459	940-390-9011	Projected to open in Santa Rosa, FL**	*
Bo Kern	183 Bay Circle Drive	Santa Rosa Beach	FL	32459	940-390-9011	Projected to open in Destin, FL**	*
Fairchild Fitness Inc.	4057 Clark Rd	Sarasota	FL	34233	941-926-3300		
Sergei Jazexhiu and Biklen Jazexhiu	8309 Lockwood Ridge Rd	Sarasota	FL	34243	941-358-5551		
Hughes Capital Group LLC	9360 90th Ave, Ste 105	Sebastian	FL	32958	772-589-4486		
Fitness Tennessee VI, LLC	1267 Wendy Ct	Spring Hill	FL	34607	352-606-2842		
Mark Liptak	15150 Eastwood Trail	Spring Hill	FL	34604	352-540-6159	Projected to open in Spring Hill, FL**	
Holston Holdings Inc.	60 Silver Forest Dr, Ste 101	St. Augustine	FL	32092	904-209-9917		
Goodtime Health & Fitness LLC	3380 Canoe Crk. Rd.	St. Cloud	FL	34772	407-891-9111		*
Michael Murphy	4949 34th St S	St. Petersburg	FL	33711	727-864-0333		*
Michael Murphy	6800 Gulfport Blvd S	St. Petersburg	FL	33707	727-345-1213		*
The Master's Holdings, Inc.	10660 Gandy Blvd N	St. Petersburg	FL	33702	727-954-3492		
Victor Ravelo	448 W Madison St	Starke	FL	32091	904-964-3488		
Bandon Fitness (Texas), Inc.	16770 S Hwy 441, Ste 605	Summerfield	FL	34491	352-307-0700		

Blue Star Investments, LLC	3828 Sun City Center Blvd.	Sun City Center	FL	33573	813-938-3939		*
Yousef Musleh	10144 W Oakland Park Blvd	Sunrise	FL	33351	954-749-8600		
FIT PALS LLC	6615 Mahan Dr, Ste 310	Tallahassee	FL	32308	850-385-2348		
FIT PALS LLC	3219 Apalachee Pkwy	Tallahassee	FL	32311	850-671-2225		
NFG Holdings LLC	1700 North Monroe St, Ste 1	Tallahassee	FL	32303	850-561-1348		
Bosstinnett Enterprises, LLC	13054 Race Track Rd	Tampa	FL	33626	813-749-0862		
Fitness24 of North Tampa, LLC	11113 N Dale Mabry Hwy	Tampa	FL	33618	813-264-1861		
The Master's Holdings, Inc.	9602 W Linebaugh Ave	Tampa	FL	33626	813-792-2900		
Williams Wellness Group, LLC	10567 Coral Key AvE	Tampa	FL	33647	813-220-6348	Projected to open in Wesley Chapel, FL**	
Cornett Group Tarpon, LLC	402 S Pinellas Ave	Tarpon Springs	FL	34689	727-943-0400		
Bandon Fitness (Texas), Inc.	9225 N 56th St	Temple Terrace	FL	33617	813-425-5000		
John Harshman and Theresa Harshman	722 Cheney Hwy	Titusville	FL	32780	321-264-0304		
Treasure Coast Health and Fitness, LLC	755 27th Ave SW, Ste. 5	Vero Beach	FL	32968	772-562-5090		
Wauchula Health and Fitness, Inc.	1030 S 6th Ave	Wauchula	FL	33873	863-767-1555		
Fitness Tennessee X LLC	9573 Commercial Way (US-19)	Weeki Wachee	FL	34613	352-293-3844		*
Carle Fitness Centers, LLC	27325 Wesley Chapel Blvd	Wesley Chapel	FL	33543	813-994-1912		*
MJPK Enterprises, Inc.	1041 Bruce B Downs Blvd, (New Tampa)	Wesley Chapel	FL	33544	813-929-3191		
Vincent Borriello	6901 Okeechobee Blvd	West Palm Beach	FL	33411	561-508-9393		
Bandon Fitness (Texas), Inc.	6866 E SR-44	Wildwood	FL	34785	352-399-2977		
Bandon Fitness (Texas), Inc.	10665 Village Lake Road, Ste 100	Windermere	FL	34786	407-217-6496		
Edward Simone & Gary Simone	12428 Montalcino Cir	Windermere	Fl	34786	203-947-5303	Projected to open in Minneola, FL**	
FITNESS TENNESSEE XIII, LLC	14131 West Colonial Dr	Winter Garden	FL	34787	407-347-7554		
W H Fitness Corporation	710 Cypress Gardens Blvd.			33880	863-280-6954		

		Winter Haven	FL				
Patrick McGaha	958 Orange Avenue, Suite C	Winter Park	FL	32789	407-252-8969	Projected to open in Orlando, FL**	
Perks Fitness Holdings, LLC	958 Orange Ave.	Winter Park	FL	32789	321-972-5833		
ROSE FITNESS LLC	463688 SR 200	Yulee	FL	32097	904-225-8400		
Carle Fitness Centers, LLC	7341 Gall Blvd	Zephyrhills	FL	33541	813-395-5963		*
Carle Fitness Centers, LLC	34617 SR-54 W.	Zephyrhills	FL	33541	813-815-9021		
Jonathan Carle	7341 Gall Blvd	Zephyrhills	FL	33541	813-815-9021	Projected to open in San Antonio, FL**	
Faith and Fitness, LLC	1727 Mars Hill Rd, Ste 13	Acworth	GA	30101	770-421-6000		
Faith and Fitness, LLC	2483 Cedarcrest Rd	Acworth	GA	30101	770-966-1200		
Genesis Fitness Centers, Inc.	1221 W 4th St	Adel	GA	31620	229-223-3195		
Bandon Fitness (Texas), Inc.	1020 S Pierce St	Alma	GA	31510	912-632-8223		
DHL, Inc.	5905 Atlanta Hwy	Alpharetta	GA	30004	770-558-4564		
Fitzpatrick Enterprises Fitness Inc.	270 Rucker Rd	Alpharetta	GA	30004	770-751-1837		
Fitzpatrick Enterprises Fitness Inc.	8465 Holcomb Brg Rd	Alpharetta	GA	30022	678-585-6609		
SH Capital GAT-4 LLC	3190 Atlanta Hwy, #1	Athens	GA	30606	706-353-6455		
SH Partners LLC	4050 Lexington Rd	Athens	GA	30605	706-850-8882		
SH CAPITAL GAT-7 LLC	4920 Roswell Rd NE	Atlanta	GA	30342	404-343-6017		
SH CAPITAL GAT-8 LLC	550 Pharr Rd NE	Atlanta	GA	30305	404-549-3523		
SH Capital GAT-3 LLC	1654 Atlanta Hwy	Auburn	GA	30011	770-339-0134		
Jim Slack	1415 Tallahassee Hwy	Bainbridge	GA	39819	229-246-0021		
Bandon Fitness (Texas), Inc.	816 College Dr	Barnesville	GA	30204	678-359-1800		*
Bandon Fitness (Texas), Inc.	214 Central St	Baxley	GA	31513	912-705-3488		
Youmans Fitness, LLC	322 Main St	Blackshear	GA	31516	912-807-1110		
Nobileo LLC	5757 Old Winder Hwy	Braselton	GA	30517	770-967-1296		
CEB Fitness Enterprises, LLC	24 Canal Rd	Brunswick	GA	31525	912-275-8005		

AFHickory, LLC	6776 Hickory Flat Hwy	Canton	GA	30115	770-345-4387		
AFHolly, LLC	3753 Marietta Hwy, #125	Canton	GA	30114	770-720-1831		
AFRiverstone, LLC	110 Bluffs Pkwy	Canton	GA	30114	678-880-1776		
Jeffrey O'Mara	790 Euharlee Rd	Cartersville	GA	30120	470-227-8100		*
Mullares Enterprises GA, LLC	10 Slopes Dr.	Cartersville	GA	30120	770-387-0784		
Get Some II, LLC	1803 US-129	Cleveland	GA	30528	706-865-6461		
BAK Fitness LLC	7600 Schomburg Rd	Columbus	GA	31909	706-530-5900		
Bella Fitness 365 LLC	515 Sawnee Corners Blvd, Suite 400	Cumming	GA	30040	678-455-7477		
DHL 1, LLC	1735 Buford Hwy	Cumming	GA	30041	770-844-9552		
Harris Enterprises II, LLC	3545 Rowe Lane	Cumming	GA	30041	770-888-9979		
SH Capital Gat-6, LLC	720 Dacula Rd, Ste 3A	Dacula	GA	30019	770-236-8700		
Extreme Body Fitness, LLC	4760 Flat Shoals Pkwy	Decatur	GA	30034	770-674-4185		
Bfit AF LLC	1310 S. Madison Ave.	Douglas	GA	31533	912-331-1501		
JHF Enterprises LLC	2615 Peachtree Industrial Blvd	Duluth	GA	30097	770-232-4949		
Moulton Fitness LLC	96 Craig St, Stes 101 102	Ellijay	GA	30540	706-697-3488		
Tokarz Fitness LLC	1199 Settlers Ridge Rd	Ellijay	GA	30540	321-537-3288	Projected to open in Fort Oglethorpe, GA**	
Blue Star Investments, LLC	3110 William Few Pkwy	Evans	GA	30809	706-503-5353		
KAS Enterprises of GA, Inc.	4029 Winder Hwy., Ste. 410-420	Flowery Branch	GA	30542	678-450-1120		*
Bandon Fitness (Texas), Inc.	3658 S 2nd St	Folkston	GA	31537	912-496-7200		
Phyllis Burns	1500 Browns Rdg Rd, Unit M1-B	Gainesville	GA	30501	770-535-0424		
Uzair, Inc.	108 China St	Glennville	GA	30427	912-822-1348		
Ultimate Health & Fitness, Inc.	107 E Robinson Ave	Grovetown	GA	30813	706-910-1220		
Total Fitness Hampton, LLC	11191 Tara Blvd	Hampton	GA	30228	770-473-6065		
Edward Blanchard	124 E Jarman St, Ste	Hazlehurst	GA	31539	912-551-9134		

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Kaylee AF LLC	435 EG Miles Pkwy	Hinesville	GA	31313	912-369-4967		
SH Capital GAT-2 LLC	6055 Hwy 124 W	Hoschton	GA	30680	706-654-2909		
Ultimate Extreme Fitness, LLC	1101 Old Philadelphia Rd	Jasper	GA	30143	706-253-5555		*
J&A Fitness LLC	948 Lee St	Jefferson	GA	30549	706-708-4088		
Thomas Green	9945 Jones Bridge Rd	Johns Creek	GA	30022	678-713-8373		
Mills Fitness LLC	109 Haddock Rd	Kingsland	GA	31548	912-882-5500		
Goodtime Lakeland LLC	81 South Valdosta Rd	Lakeland	GA	31635	229-999-9868		*
Bradley Meyer & Chris Wesner	3153 Sugarloaf Pkwy, #106	Lawrenceville	GA	30045	770-237-9707		
Blue Star Investments, LLC	1555 Hwy 19 S, Unit 14	Leesburg	GA	31763	229-435-6300		
Blue Star Investments, LLC	4060 Atlanta Hwy, Ste 1232	Loganville	GA	30052	770-466-8226		
Team Albrecht LLC	8016 Cumming Hwy, Ste 301	Macedonia	GA	30115	770-345-4313		
Absolute Health & Fitness, Inc.	341 Furys Ferry Rd, Ste. 2	Martinez	GA	30907	706-364-2447		
Complete Health & Fitness, Inc.	4497-4 Columbia Rd.	Martinez	GA	30907	706-364-2418		
Genesis Fitness Centers, Inc.	803 1st Ave SE	Moultrie	GA	31768	229-668-2348		
Bandon Fitness (Texas), Inc.	105 E Washington Ave	Nashville	GA	31639	229-686-1888		
Maluda Fitness, LLC	202 E 4th St	Ocilla	GA	31774	229-796-9040		
Southeast Fitness Group LLC	3435 Medlock Bdg Rd	Peachtree Corners	GA	30092	470-448-3912		
Bandon Fitness (Texas), Inc.	1040 Macon Rd	Perry	GA	31069	478-987-3333		
Mills Fitness LLC	44 Traders Way	Pooler	GA	31322	912-748-3334		
Elite Body and Fitness LLC	125 W Brazell St	Reidsville	GA	30453	912-557-1910		
A Legge Up, LLC	10200 Ford Ave	Richmond Hill	GA	31324	912-226-6626		
DantWynn Enterprises LLC	501 N Ridge St	Rincon	GA	31326	912-295-5630		
Bandon Fitness (Texas), Inc.	618 South Harris St	Sandersville	GA	31082	478-412-2404		*
Mills Fitness LLC	50 Berwick Blvd, Suite 160,170-180	Savannah	GA	31419	912-495-8485		

Mills Fitness LLC	119 Charlotte Rd	Savannah	GA	31410	912-897-1499		
Zachary Anderson	16 Boardwalk Plaza	St Simons Island	GA	31522	912-434-6446		
Mills Fitness LLC	2800 Osborne Rd	St. Mary's	GA	31558	912-729-2447		
Point Satellite Fitness, LLC	302 Satellite Blvd NE	Suwanee	GA	30024	770-400-0989		
Goodtime Lakeland LLC	2734 E. Pinetree Blvd	Thomasville	GA	31792	229-226-6643		
B Tfit AF LLC	189 Virginia Ave S	Tifton	GA	31794	229-387-3486		
Elite Body and Fitness LLC	603 E 1st St	Vidalia	GA	30474	912-537-2592		
SH Capital GAT-1 LLC	217 E May St	Winder	GA	30680	770-307-6865		
Band of Brothers Fitness Hawaii, LLC	99-084 Kauhale St	Aiea	HI	96701	808-200-1400		
Band of Brothers Fitness Group Kakaako, LLC	747 Queen St.	Honolulu	HI	96813	808-744-5300		
Bandon Fitness (Texas), Inc.	26 Hoolai St	Kailua	HI	96734	808-373-6746		*
Band of Brothers Fitness Group-Ewa Beach, LLC	92-1075 Koio Drive, Villa E	Kapolei	HI	96707	254-423-6719	Projected to open in Kapa'a, HI**	
Bandon Fitness (Texas), Inc.	563 Farrington Hwy	Kapolei	HI	96707	808-600-9719		*
Bethany Ross and Kalani Ross	1595A Kuuipo St	Lahaina	HI	96761	808-283-6056	Projected to open in Lahaina, HI**	
Pukalani Fitness, LLC	24 Kiopaa St	Pukalani	HI	96768	808-633-6463		
Kurt R. Higa	54 Maui Lani Pkwy, Shops C, Store No.	Wailuku	HI	96793	808-244-2348		
JLB Fitness, LLC	215 S 6th St, Ste A	Adel	IA	50003	515-993-3333		
247 Fitness, LLC	1502 N Hwy 169	Algona	IA	50511	515-395-2472		
Altoona Fitness Center, LLC	160 Adventureland	Altoona	IA	50009	515-967-9222		
Ames Two Fitness, LLC	5820 W Lincoln Way, Ste 103	Ames	IA	50014	515-268-0444		
Fette LLC	2505 SW White Birch Dr	Ankeny	IA	50023	515-965-4246		
Kirk Jordison and Kelly Jordison	1300 NW 36th St	Ankeny	IA	50023	515-965-8844		
J & A Fitness, LLC	1520 E 7th St	Atlantic	IA	50022	712-243-8500		
K&KJord, Inc.	1312 S Marshall St	Boone	IA	50036	515-432-9400		
OWN Fitness LLC	1205 Hwy. 30 W.			51401	712-792-7791		

		Carroll	IA				
MDS Fitness, Inc.	3140 16th Ave SW	Cedar Rapids	IA	52404	319-899-7447		
MDS Fitness, Inc.	806 34th St SE	Cedar Rapids	IA	52403	319-550-0216		
Jenny Wellness, LLC	2441 James St, Ste 2	Coralville	IA	52241	319-359-8723		
Richard Helm	1137 N Broadway	Council Bluffs	IA	51503	712-256-9889		
MDS Fitness Inc.	5260 Northwest Blvd, Ste 4	Davenport	IA	52806	563-445-2222		
Country Mile LLC	915 Short St, Ste 185	Decorah	IA	52101	563-382-2323		
Salus, LLC	509 Hwy 39	Denison	IA	51442	712-263-3488		
A.L. Edge, LLC	5921 SE. 14th St.	Des Moines	IA	50320	515-287-0066		
Downtown Fitness Center, LLC	300 W Martin Luther King Jr. Pkwy	Des Moines	IA	50309	515-288-0151		
TS Fitness, Inc.	2815 Beaver Ave, Ste 206	Des Moines	IA	50310	515-274-2100		
Jenny Wellness, LLC	2255 John F. Kennedy Rd.	Dubuque	IA	52002	563-845-7779		
Jack Von Bank	2508 Central Ave	Estherville	IA	51334	712-362-1348		
Investments in Health, LLC	16 N 29th St	Fort Dodge	IA	50501	515-576-1348		
TKO FITNESS LLC	1207 S. Locust St.	Glenwood	IA	51534	712-527-9800		
Kirk Jordison and Joseph Nguyen	255 SW Brookside Dr	Grimes	IA	50111	515-300-9262		
Country Mile LLC	105 W St S, Ste A	Grinnell	IA	50112	641-236-5200		
North Fayette Fitness, LLC	419 S Hwy 52	Guttenberg	IA	52052	563-252-3100		
Travis Salter	255 Robins Rd	Hiawatha	IA	52233	319-289-8008		
Story County Fitness LLC	700 US-69	Huxley	IA	50124	515-597-4766		
BW Fitness, LLC	402 N Jefferson Way	Indianola	IA	50125	515-961-8848		
MDS Fitness, Inc.	613 Eastbury Drive	Iowa City	IA	52245	319-338-2447		
MDS Fitness, Inc.	458 Hwy 1 W	Iowa City	IA	52246	319-337-3100		
K&KJORD, INC.	8805 Chambery Blvd	Johnston	IA	50131	515-334-3488		
Riley Fitness, LLC	123 Blvd Rd	Keokuk	IA	52632	319-524-3044		

D n L Investments Inc.	213 Roche St	Knoxville	IA	50138	641-842-2447		
Salus, LLC	983 Hawkeye Ave SW, Bay #8	Le Mars	IA	51031	712-548-4445		
MDS Fitness, Inc.	501 7th Ave	Marion	IA	52302	319-373-2747		
Outzen Enterprises LLC	700 N Grand Ave	Mt. Pleasant	IA	52641	319-385-2033		
724 x 2, LLC	1903 Park Ave	Muscatine	IA	52761	563-263-3488		
The Iron Smith, LLC	1818 Fawcett Pkwy	Nevada	IA	50201	515-382-2424		
R Fitness, Inc.	1707 1st Ave E	Newton	IA	50208	641-792-3880		
MDS Fitness, Inc.	650 Community Dr, Ste A	North Liberty	IA	52317	319-459-1558		
WIN Fitness, Inc.	1101 Chatham Ave	Norwalk	IA	50211	515-953-0004		
Country Mile, LLC	209 Cornerstone Dr	Oskaloosa	IA	52577	641-673-5560		
Country Mile LLC	852 Quincy Ave	Ottumwa	IA	52501	641-684-6606		
AT Pella, Inc.	819 Broadway St	Pella	IA	50219	641-628-3488		
Dave Ringgenberg	4490 E University Ave	Pleasant Hill	IA	50327	515-266-6040		
AFPC Group, LLC	407 W. Bridge Point Rd., Suites 3-6	Polk City	IA	50226	515-528-1262		
Salus, LLC	4700 Morningside Ave.	Sioux City	IA	51106	712-224-2475		
Salus, LLC	504 Grand Ave	Spencer	IA	51301	712-580-3788		
Salus, LLC	1231 Lake Ave.	Storm Lake	IA	50588	712-213-2470		
Country Mile LLC	106 Hwy 30	Toledo	IA	52342	641-484-5515		
AFURB GROUP, LLC	8405 Hickman Rd	Urbandale	IA	50322	515-331-3600		
Fitness an Even Better Way, LLC	1150 Flammang Dr., Ste. 100	Waterloo	IA	50702	319-232-4200		
R Fitness, Inc.	790 Alice's Rd	Waukee	IA	50263	515-987-6543		
Eric Plunkett & Rachael Plunkett	1925 Grand Ave	West Des Moines	IA	50265	515-528-1262		
Justin Elefson	13435 University Ave, Suite 400	West Des Moines	IA	50325	515-440-2348		
Nicholas Rude and Kesley Rude	7450 Bridgewood Blvd, Ste 225	West Des Moines	IA	50266	515-444-9557		
NEIA Fitness, LLC							

	313 Hwy 150 N	West Union	IA	52175	563-422-3100		
KC ALLEN FITNESS LLC	1615 S Midway Ave	Ammon	ID	83406	208-523-9675		
Acrux Investments, LLC	1265 Pkwy Dr	Blackfoot	ID	83221	208-782-2348		*
Omada Holdings LLC	6582 S. Federal Way	Boise	ID	83716	208-273-5355		*
Omada Holdings LLC	6573 Overland Rd	Boise	ID	83709	208-273-5590		
RDI Corporation	1746 W. State St.	Boise	ID	83702	208-344-4284		
Omada Holdings LLC	2621 S 10th Ave, Ste 102	Caldwell	ID	83605	208-459-6818		
Gregory Martin	1116 Sherman Ave	Coeur d'Alene	ID	83814	208-292-4911		
Omada Holdings LLC	370 E Kathleen Ave	Coeur d'Alene	ID	83815	208-966-4253		*
Teri Hoyle	655 Palisade Trail	Driggs	ID	83422	208-360-0038	Projected to open in Victor, ID**	
TKJ, LLC	39 W Little Ave, Ste 2	Driggs	ID	83422	208-354-9675		
Owyhee Fitness and Recreation, LLC	350 S Eagle Rd	Eagle	ID	83616	208-939-5900		*
McGym, LLC	2141 W Broadway St	Idaho Falls	ID	83402	208-542-9675		
MDS Fitness--Lewiston, LLC	102 Thain Rd	Lewiston	ID	83501	208-743-7100		
Hess Fitness Enterprises Inc	80 E Ustick Rd	Meridian	ID	83646	208-884-3338		
Joeseph Mackenize	4265 E Victory Rd	Meridian	ID	83642	208-809-4997	Projected to open in TBD, ID**	*
TK Fit, LLC	436 N Main St	Moscow	ID	83843	208-882-3100		
Elmo Fitness LLC	2600 American Legion Blvd, Ste 110	Mountain Home	ID	83647	208-587-4122		
Fit Forward LLC	2926 E Greenhurst Rd	Nampa	ID	83686	208-461-6655		
Omada Holdings LLC	355 Caldwell Blvd	Nampa	ID	83686	208-465-4400		
River City Anytime, LLC	900 N. Hwy 41, Suite 6	Post Falls	ID	83854	208-773-5900		
North Idaho Fitness Rathdrum, LLC	14379 N Pristine Cir	Rathdrum	ID	83858	208-660-8977	Projected to open in Rathdrum, ID**	*
Anytime Fitness Rexburg, LLC	859 S Yellowstone Hwy, Ste 700	Rexburg	ID	83440	208-656-9675		
Steven Bingham and Neil H. Bingham	711 Rigby Lake Dr, Ste 110-1	Rigby	ID	83442	208-745-0123		
Acrux Investments, LLC	301 Anderson Rd			83274	208-357-7490		*

		Shelley	ID				
McGym, LLC	104 N Bridge St	St. Anthony	ID	83445	208-534-9367		
Owyhee Fitness and Recreation, LLC	11221 W Hercules Dr, #105	Star	ID	83669	208-286-0943		
Omada Holdings, LLC	562 Blue Lks Blvd N	Twin Falls	ID	83301	208-736-3881		*
Livin' Life Fit, LLC	474 Orchard St	Antioch	IL	60002	847-395-2424		
Derek Tucker	1245 W Dundee Rd	Arlington Heights	IL	60004	224-347-2914		*
3 Sixty, LLC and Travis Francis	1137 N Eola Rd, Ste 119	Aurora	IL	60502	630-851-4961		*
Michael Lewandowski, Yousef Musleh and Abed	1923 W Galena Blvd	Aurora	IL	60506	331-300-2180		
WAGIL, LLC	1311 Butterfield Rd	Aurora	IL	60502	630-492-1496		
John Pokol	633 Prairie Ave.	Barrington	IL	60010	630-417-9315	Projected to open in Algonquin, IL**	
BARTLETT FITNESS INC.	830 Rte 59	Bartlett	IL	60103	630-823-8250		
M & L Growth and Strategy, LLC	305-309 Southtowne Dr	Belvidere	IL	61008	815-912-0022		
Khaleel Musa and Saleh Musa	1061 S York Rd	Bensenville	IL	60106	630-354-7777		
Leveled Up Ventures LLC	8 Pebblebrook Ct	Bloomington	IL	61705	309-231-2473	Projected to open in Bloomington, IL**	*
Leveled Up Ventures LLC	8 Pebblebrook Ct	Bloomington	IL	61705	309-231-2473	Projected to open in Mahomet, IL**	*
DECK FIT LLC	1128 W Boughton Rd	Bolingbrook	IL	60440	331-253-5350		
ALJU CORPORATION	504 NW Hwy, #100	Cary	IL	60013	847-462-9535		
Aaron Mullet	109 W John St	Champaign	IL	61820	217-417-7169		
A&R Fitness, LLC	4022 N Rockwell St	Chicago	IL	60618	773-977-1300		
BCBH Ventures, Ltd	9601 S Western Ave	Chicago	IL	60643	773-232-1122		*
Getting Better Chicago, LLC	5417 N Broadway St	Chicago	IL	60640	773-654-3244		
Let's Get Better Fitness, Inc.	1346 W Devon Ave	Chicago	IL	60660	872-888-8525		
Trim Fitness LLC - Anytime One	2412 W North Ave	Chicago	IL	60647	773-242-9550		
Trim Fitness LLC - Anytime Two	1647 W Chicago Ave	Chicago	IL	60622	773-696-4141		
S M Enterprises LLC	7516 S. Cass Ave.	Darien	IL	60561	630-320-2333		

Al Weininger Investments, LLC	1525 Ellinwood Ave	Des Plaines	IL	60016	847-512-5213		
Yousef Musleh and Michael Lewandowski	849 S Elmhurst Rd	Des Plaines	IL	60016	847-258-4962		
Bandon Fitness (Texas), Inc.	1323 N Galena Ave	Dixon	IL	61021	815-285-4855		
Bandon Fitness (Texas), Inc.	2261 Maple Ave	Downers Grove	IL	60515	630-963-4404		
Livin' Life Fit, LLC	426 N Center St	Durand	IL	61024	779-204-6504		
Joshuah Sowers	640 Cambridge Ave	Elburn	IL	60119	862-213-8495	Projected to open in Elburn, IL**	
BCBH Ventures, Ltd.	1020 Summit St, Suite B	Elgin	IL	60120	224-339-7339		*
Chicago Sports and Entertainment Group Inc.	2640 Brassie Avenue	Flossmoor	IL	60422	312-912-4978	Projected to open in Bannockburn, IL**	
Chicago Sports and Entertainment Group Inc.	2640 Brassie Avenue	Flossmoor	IL	60422	312-912-4978	Projected to open in Highland Park, IL**	
Frankfort Fitness, LLC	21134 S LaGrange Rd	Frankfort	IL	60423	815-630-0761		
1858 Fitness LLC	1862 S West Ave	Freeport	IL	61032	815-233-4334		
LB Fitness, Inc.	513 Jubilee Lane	Germantown Hills	IL	61548	309-383-4999		
Mufeed Musleh	103 E. North Ave	Glendale Heights	IL	60139	331-806-3904		
J. Wynsma	18345 S Halsted St	Glenwood	IL	60425	708-360-4200		
Livin' Life Fit, LLC	717 E. Diggins St.	Harvard	IL	60033	815-943-2407		
Yousef Musleh and Abed Hamdan	18232 S Kedzie Ave	Hazel Crest	IL	60429	708-960-4240		*
HOFFMAN ESTATES FITNESS INC.	2571 W Golf Rd	Hoffman Estates	IL	60169	847-502-2188		
PHILIPPIANS 4:13 LLC	12513 W 159th St	Homer Glen	IL	60491	708-300-1230		*
AF of Jacksonville, Inc.	1241 W Morton Ave, Ste 1A	Jacksonville	IL	62650	217-479-8000		
Joseph Thometz and Patrick Thometz	219 Waukegan Road	Lake Bluff	IL	60044	847-739-2575		*
HEALTHYU FITNESS, INC.	9521 Ackman Rd	Lake in the Hills	IL	60156	224-900-0569		
Lakemoor Fitness, Inc.	28972 W. IL Route 120	Lakemoor	IL	60051	815-385-9535		
Lemont Fitness, LLC	1232 State St	Lemont	IL	60439	630-312-0331		*
Ihsan Musleh and Yousef Musleh	1429 Peterson Rd			60048	847-247-1800		

		Libertyville	IL				
Mario Taylor and Joshua Slightom	716 N. Logan St	Lincoln	IL	62656	217-732-1155		
AFLockport, Inc.	420 Summit Dr	Lockport	IL	60441	815-905-1225		
Bandon Fitness (Texas), Inc.	338 E North Ave	Lombard	IL	60148	630-656-9300		
Livin' Life Fit, LLC	20014 E Grant Hwy	Marengo	IL	60152	815-572-2515		
Mary Van Keulen	1317 Memorial Dr	Mendota	IL	61342	815-539-8257		
Feras Musleh and Mohammade Musleh	2019 Ridge Road	Minooka	IL	60447	815-242-3030		*
Mufeed Musleh	1317 N Wolf Rd	Mt. Prospect	IL	60056	847-376-8887		
Starck Fitness, LLC	1271 Rickert Dr	Naperville	IL	60540	630-219-4114		
WAGFL	24065 Ascot Court	Naperville	IL	60564	337-501-9177	Projected to open in TBD, FL**	*
WAGIL, LLC	1550 N Route 59, Ste 120	Naperville	IL	60563	331-226-1496		
New Lenox Fitness, Inc.	800 W Laraway Rd	New Lenox	IL	60451	815-534-5647		
Michael Wallenberg and Marisa Wallenberg	7900 N Milwaukee Ave	Niles	IL	60714	847-430-3132		
Jeffrey Lynn and Michelle Lynn	1710 Bradford Ln, Ste 108 & 109	Normal	IL	61761	309-452-9695		
Connors Fitness, LLC	1147 Oak Street	North Aurora	IL	60542	630-326-6700		
LUKE 1:37 LLC	5570 W 159th St	Oak Forest	IL	60452	708-897-0534		
AF Jano, Inc	11033 W 179th St	Orland Park	IL	60467	708-995-7581		
Derek Tucker	11636 Waterway Ct	Orland Park	IL	60467	773-301-4869	Projected to open in Riverwoods, IL**	*
Derek Tucker	11636 Waterway Ct	Orland Park	IL	60467	773-301-4869	Projected to open in Arlington Heights, IL**	*
Derek Tucker	11636 Waterway Ct	Orland Park	IL	60467	773-301-4869	Projected to open in Wilmette, IL**	
Joseph Thometz and Patrick Thometz	10500 Capistrano	Orland Park	IL	60467	708-278-2141	Projected to open in Vernon Hills, IL**	*
360 Fitness, LLC and Travis Francis	2958 US Hwy 34	Oswego	IL	60543	815-676-4852		*
Be Fit Management Corp.	2733 Columbus St	Ottawa	IL	61350	815-434-7070		
Yousef Musleh and Said Musleh	819 N Quentin Rd	Palatine	IL	60067	847-485-8840		
Atterson Fitness, LLC	512 E Jasper St			61944	217-921-3223		

		Paris	IL				
LB Fitness, Inc.	1320 W Commerce Dr, Ste 200	Peoria	IL	61615	309-966-4217		
1035 Fitness, Inc.	1035 Shooting Park Rd	Peru	IL	61354	815-223-7070		*
AF Plainfield, Inc.	23859 W 135th St	Plainfield	IL	60544	815-782-2111		
Can Deux, Inc.	7166 Caton Farm Rd	Plainfield	IL	60586	815-733-5172		
Nickel Training LLC	13514 Julie Drive	Poplar Grove	IL	61065	815-765-9393		
Levi LaMothe	444 S Main St	Princeton	IL	61356	815-915-8378		
KT Quincy, LLC	5321 Oak St	Quincy	IL	62305	217-641-3100		*
Progressive Ethos, Inc.	2535 N 16th St	Quincy	IL	62305	217-316-1879	Projected to open in Morton , IL**	*
Progressive Ethos, Inc.	2535 N 16th St	Quincy	IL	62305	217-316-1879	Projected to open in Washington, IL**	*
Progressive Ethos, Inc.	2535 N 16th St	Quincy	IL	62305	217-316-1879	Projected to open in TBD, UT**	*
Bandon Fitness (Texas), Inc.	330 Eagle Dr	Rochelle	IL	61068	815-561-6071		
WAGIL, LLC	3256 Kirchoff Road	Rolling Meadows	IL	60008	847-957-1496		
James Janetopoulos	54 S Weber Rd	Romeoville	IL	60446	815-524-5549		
Anytime Fit Roselle, Inc.	219 Main St	Roselle	IL	60172	630-307-0044		
Drew Fitness, Inc.	3425 Drew Ave	Sandwich	IL	60548	630-273-2372		*
Schaumburg Fitness, LLC	1851 W Irving Park Rd	Schaumburg	IL	60193	847-284-5197		*
AB Fitness, LLC	1207 Thouvenot Ln.	Shiloh	IL	62269	618-222-2721		
DMS Fitness LLC	7010 Carpenter Rd	Skokie	IL	60077	224-251-8777		
Village Fitness, LLC	911 E 162nd St	South Holland	IL	60473	708-566-9630		
Dan Ishmael	4307 Yucan Dr	Springfield	IL	62707	217-679-2490		
J & A Fitness Solutions Inc.	2705 N Dirksen Pkwy	Springfield	IL	62702	217-523-1541		
Tim Everett	3041 S Dirksen Pkwy	Springfield	IL	62703	217-670-2420		
AF Streamwood, Inc.	71-77 E Irving Park Rd	Streamwood	IL	60107	630-246-3344		

Connors Fitness, LLC	35 E Park Ave	Sugar Grove	IL	60554	331-227-4188		
KR Fitness, LLC	1628 Georgetown Rd	Tilton	IL	61833	217-703-1358		
Proverbs 3:5 LLC	17823 80th Ave	Tinley Park	IL	60477	708-263-0689		
AF JANO WESTCHESTER INC	3061 S Wolf Rd	Westchester	IL	60154	708-483-6148		
AF WHEATON, INC.	1141 E Butterfield Rd	Wheaton	IL	60189	630-517-8765		
Bandon Fitness (Texas), Inc.	506 N Elida St	Winnebago	IL	61088	815-335-8222		
Country Mile LLC	68 E Schoolhouse Rd	Yorkville	IL	60560	630-553-6678		
JT Fitness, LLC	205 W Harcourt Rd	Angola	IN	46703	260-665-6666		
Leveret II, LLC	233 N Grandstaff Rd	Auburn	IN	46706	260-925-5177		
JBS Fitness LLC	102 Sycamore Ests Dr	Aurora	IN	47001	812-926-3655		
Williams Fortitude Fitness LLC	1124 N SR 267	Avon	IN	46123	317-272-2082		
IRON2IRON Wellness LLC	50 N State Road 135, Ste D	Bargersville	IN	46106	317-422-4766		
Bandon Fitness (Texas), Inc.	10 Bedel Blvd	Batesville	IN	47006	812-932-3055		
Bandon Fitness (Texas), Inc.	2643 16th St.	Bedford	IN	47421	812-275-3055		
Williams Fortitude Fitness LLC	2894 E 3rd St, Ste 160	Bloomington	IN	47401	812-334-7979		
Williams Fortitude Fitness LLC	4264 N Cypress Ln	Bloomington	IN	47404	812-558-5444		
JSCC Enterprises LLC	935 Main St	Bluffton	IN	46714	260-353-1321		
Bandon Fitness (Texas), Inc.	60 Forest Park Plaza	Brazil	IN	47834	812-420-1122		
Williams Fortitude Fitness	124 E Northfield Dr, Ste A	Brownsburg	IN	46112	317-852-8888		
Bandon Fitness (Texas), Inc.	10302 Prosperity Cir	Camby	IN	46113	317-856-9285		
SQF LLC	110 W Main St, Ste 170	Carmel	IN	46032	317-564-8171		
Muayad Musleh	13350 Lincoln Plaza	Cedar Lake	IN	46303	219-232-6770		*
Fit Fellows, LLC	1107 Market St	Charlestown	IN	47111	812-256-8463		
Chesterton Fitness, Inc.	757 Indian Boundary Rd, Ste 6	Chesterton	IN	46304	219-765-0382		*
Leveret III, LLC	8475 US-33			46723	260-286-1200		

		Churubusco	IN				
Leveret IV, LLC	462 West Plaza Drive	Columbia City	IN	46725	260-248-4444		
GITCH FITNESS LLC	1565 N National Rd	Columbus	IN	47201	812-372-3488		
JAC Fitness, Inc.	1720 Western Ave.	Connersville	IN	47331	765-825-6171		
Migliare Enterprises LLC	1885 Old Hwy 135 NW	Corydon	IN	47112	812-225-5544		
Bandon Fitness (Texas), Inc.	1430 Darlington Ave	Crawfordsville	IN	47933	765-307-5552		*
CROWN POINT FITNESS COACHING INC	10645 Broadway	Crown Point	IN	46307	219-662-2818		
Feras Musleh and Mohammade Musleh	584 N Indiana Ave	Crown Point	IN	46306	219-746-1041	Projected to open in TBD, IL**	*
Feras Musleh and Mohammade Musleh	584 N Indiana Ave	Crown Point	IN	46306	219-746-1041	Projected to open in Crete, IL**	*
Feras Musleh and Mohammade Musleh	584 N Indiana Ave	Crown Point	IN	46306	219-746-1041	Projected to open in Woodridge, IL**	*
Feras Musleh and Mohammade Musleh	584 N Indiana Ave	Crown Point	IN	46306	219-746-1041	Projected to open in TBD, IL**	*
Feras Musleh and Mohammade Musleh	584 N Indiana Ave	Crown Point	IN	46306	219-746-1041	Projected to open in Palos Park, IL**	*
Feras Musleh and Mohammade Musleh	584 N Indiana Ave	Crown Point	IN	46306	219-746-1041	Projected to open in Munster, IN**	*
Feras Musleh and Mohammade Musleh	584 N Indiana Ave	Crown Point	IN	46306	219-746-1041	Projected to open in TBD, IN**	*
Rhymer Family Fitness, LLC	1624 Nuttman Avenue	Decatur	IN	46733	260-724-3626		
Grady Dale Tuck	1334 15th St	DeMotte	IN	46310	219-987-7911		
Dyer Fitness Inc.	262 81st Ave	Dyer	IN	46311	219-440-7149		
Teamworks, Inc.	3684 Hwy 150, Ste 6	Floyds Knobs	IN	47119	812-923-2348		
James Casaburo and Rachele Jordan	6520 E State Blvd	Fort Wayne	IN	46815	260-240-2400		
Joshua Schmitt	5984 W Jefferson Blvd	Fort Wayne	IN	46804	260-436-8680		
Bandon Fitness (Texas), Inc.	2419 E Wabash Street	Frankfort	IN	46041	765-601-6161		*
Bandon Fitness (Texas), Inc.	1168 N Main St	Franklin	IN	46131	317-736-4377		
Just Move Fitness Inc.	712 W Lincoln Ave	Goshen	IN	46526	574-533-3444		
Bandon Fitness (Texas),	27 Putnam Plaza, Suite A			46135	765-630-3176		

Inc.		Greencastle	IN				
Bandon Fitness (Texas), Inc.	1921 Melody Ln	Greenfield	IN	46140	317-462-1700		
Bandon Fitness (Texas), Inc.	1807 N Lincoln St	Greensburg	IN	47240	812-662-3055		
Bandon Fitness (Texas), Inc.	997 E County Line Rd	Greenwood	IN	46143	317-300-1335		
Fit 4 You LLC	1642 Olive Branch Parke Ln	Greenwood	IN	46143	317-893-2226		
Grady Dale Tuck	822 Country Sq Plz	Hebron	IN	46341	219-996-2911		
DT Zickfit LLC	9632 Cline Ave	Highland	IN	46322	219-924-5505		
Muayad Musleh	7878 East Ridge Road	Hobart	IN	46342	219-945-3099		
Leveret V, LLC	317 Hauenstein Rd	Huntington	IN	46750	260-358-0000		
Mazman LLC	7035 E 96th St, Suite M and N	Indianapolis	IN	46250	317-577-4348		
PMF LLC	47 S Pennsylvania St, 2nd Fl	Indianapolis	IN	46204	317-536-0815		
Thor Fitness, LLC	6935 Lake Plz Dr	Indianapolis	IN	46220	317-570-2106		
Williams Fortitude Fitness LLC	5510 Lafayette Rd, #190	Indianapolis	IN	46254	317-808-5903		*
Pro-Fit Solutions, LLC	1918 Newton St	Jasper	IN	47549	812-482-2209		*
Hoosier Fitness, Inc.	5560 Highway 62	Jeffersonville	IN	47130	812-777-4884		*
HARE ENTERPRISES IN III LLC	2935 S Washington St, Ste 8	Kokomo	IN	46902	765-319-0306		
LA PORTE FITNESS LLC	59 Pine Lake Ave	La Porte	IN	46350	219-213-5918		*
Santerre Fit LLC	2310 N Lebanon St	Lebanon	IN	46052	765-485-2348		
Shamus Hoeppner and Stacy Hoeppner	14550 Amstutz Rd.	Leo	IN	46765	260-627-4494		
Lowell East Fitness Inc	1920 E Commercial Ave	Lowell	IN	46356	219-696-1277		
Life Changes Fitness Inc.	1107 N Forest Ave	Marion	IN	46952	765-664-2222		
Schilling/Pike Investments, Inc.	387 Grand Valley Blvd.	Martinsville	IN	46151	765-342-3600		
Mazman LLC	13860 E 96th St	McCordsville	IN	46055	463-270-1070		
Merillville East Fitness, LLC	4831 East Lincoln Highway	Merrillville	IN	46410	219-308-2859		*
Merrillville Fitness, LLC	8119 Taft St			46410	219-769-7080		

		Merrillville	IN				
Michigan City Fitness, LLC	4112 Franklin St	Michigan City	IN	46360	219-878-8400		
Can Deux, Inc.	322 N Bittersweet Rd	Mishawaka	IN	46544	574-258-5000		
Joshua Canarini	4150 A Grape Rd	Mishawaka	IN	46545	574-318-3002		
Bandon Fitness (Texas), Inc.	914 N Main St	Monticello	IN	47960	574-240-2143		
Katherine Huxhold and Jason Huxhold	3600 S Chandler Dr	Muncie	IN	47302	765-212-2321		
MUNSTER SOUTH FITNESS LLC	821 Main St	Munster	IN	46321	219-315-8828		
Bandon Fitness (Texas), Inc.	1713 S Memorial Dr	New Castle	IN	47362	765-521-3000		
JJ Fitness Inc.	5971 W US-52	New Palestine	IN	46163	317-861-8451		*
AF NEWBURGH, LLC	8887 High Pointe Dr	Newburgh	IN	47630	812-853-5855		
Your Fitness LLC	158 W Logan St	Noblesville	IN	46060	317-316-3888		
JSCC Enterprises LLC	408 W Main St	North Manchester	IN	46962	260-306-0071		
Leveret, LLC	620 E Buckeye St	North Vernon	IN	47265	812-953-3212		
Bandon Fitness (Texas), Inc.	11915 E Pendleton Pike	Oaklandon	IN	46236	317-823-0685		
ALPHA FACTORY FITNESS INC.	907 W Main St	Peru	IN	46970	765-472-7004		
Bandon Fitness (Texas), Inc.	1070 W Main St, Ste 125	Plainfield	IN	46168	317-203-5312		
ZickFit Portage, Inc.	5884 US Hwy 6	Portage	IN	46368	219-734-6362		
Bandon Fitness (Texas), Inc.	496 S College Ave	Rensselaer	IN	47978	219-866-3003		
JAC Fitness, Inc.	2500 National Rd W	Richmond	IN	47374	765-966-6171		
Eli Stevens and Roger Stevens	7686 E 250 North	Rolling Prairie	IN	46371	219-851-2116	Projected to open in Sturgis, MI**	
Bandon Fitness (Texas), Inc.	222 S Main St	Rushville	IN	46173	765-938-3055		
Leveret VI, LLC	805 S Main St	Salem	IN	47167	812-883-4747		
Muayad Musleh	2151 US 41	Schererville	IN	46375	219-227-8895		
Walker Investments and Holdings Inc.	796 White St	Scottsburg	IN	47170	812-752-4625		
	7605 State Rd., Ste.						

Leveret IX, LLC	311	Sellersburg	IN	47172	812-248-2224		
Bandon Fitness (Texas), Inc.	840 E Tipton St	Seymour	IN	47274	812-680-4639		
Bandon Fitness (Texas), Inc.	1818-A State Rd 44	Shelbyville	IN	46176	317-392-3055		
Bandon Fitness (Texas), Inc.	2222 W Southport Rd	Southport	IN	46217	317-885-8385		
YOUCAN2 Inc.	10845 Maple Ln	St. John	IN	46373	219-365-2511		*
Atterson Fitness, LLC	320 S 3rd St, Ste A-B	Terre Haute	IN	47807	812-917-3776		
Atterson Fitness, LLC	101 S Fruitridge Ave	Terre Haute	IN	47803	812-235-8463		*
Atterson Fitness, LLC	4425 S 7th St	Terre Haute	IN	47802	812-917-4336		*
HARE ENTERPRISES IN, LLC	341 W Jefferson St	Tipton	IN	46072	765-408-0588		
DT Zickfit LLC	3020 N Calumet Ave	Valparaiso	IN	46383	219-242-8799		
FT Fitness Inc.	1361 Morthland Dr, Ste A	Valparaiso	IN	46385	219-462-1122		
HARE ENTERPRISES IN II LLC	1302 N Cass St	Wabash	IN	46992	260-274-1900		
Bandon Fitness (Texas), Inc.	101 Cherry Tree Plz	Washington	IN	47501	812-254-2200		
Daymon & Associates, LLC	3249 SR-32	Westfield	IN	46074	317-867-4567		
Muayad Musleh	7954 E 108th Ave, Ste B	Winfield	IN	46307	219-765-5575	Projected to open in Hickory Hills, IL**	*
Muayad Musleh	7954 E 108th Ave, Ste B	Winfield	IN	46307	219-765-5575	Projected to open in Bridgeview, IL**	*
Muayad Musleh	7954 E 108th Ave, Ste B	Winfield	IN	46307	219-765-5575	Projected to open in Hinsdale, IL**	*
Muayad Musleh	7954 E 108th Ave, Ste B	Winfield	IN	46307	219-765-5575	Projected to open in Dyer, IN**	*
Muayad Musleh	7954 E 108th Ave, Ste B	Winfield	IN	46307	219-765-5575	Projected to open in Schererville, IN**	
Musleh Fitness Inc.	7954 E 108th Ave	Winfield	IN	46307	219-663-6436		
Pro-Fit Solutions, LLC	1570 W Oak St	Zionsville	IN	46077	317-733-4333		
Bandon Fitness (Texas), Inc.	2127 N Summit St	Arkansas City	KS	67005	620-307-6566		
SOUTHSIDE FITNESS, LLC	620 S 130th St	Bonner Springs	KS	66012	913-745-5746		

Bandon Fitness (Texas), Inc.	2203 Central Ave	Dodge City	KS	67801	620-225-3303		
Great Bend Fitness LLC	3721 10th St.	Great Bend	KS	67530	620-793-8700		
Fit 4 Life, LLC	2720 Elm Creek Drive	Junction City	KS	66441	910-747-6440	Projected to open in TBD, TN**	
SOUTHSIDE FITNESS, LLC	10940 Parallel Pkwy, Ste P	Kansas City	KS	66109	913-400-7156		
K7 Fitness, LLC	712 1st Terrace	Lansing	KS	66043	913-364-4455		
Resurrection Fitness LLC	13154 Stateline Rd	Leawood	KS	66209	913-222-8080		
ABG Enterprises, LLC	1473 E 151st St	Olathe	KS	66062	913-971-4060		
Southside Fitness LLC	1251 W Harold St	Olathe	KS	66061	913-210-0851		
Brookridge Fitness LLC	8809 W 95th St	Overland Park	KS	66212	913-871-7461		*
Brookridge Fitness LLC	10128 Wedd Dr	Overland Park	KS	66212	816-357-8646	Projected to open in Kansas City, MO**	*
Dad Bods LLC	14820 Metcalf Ave	Overland Park	KS	66223	913-222-8082		
OP Fitness 913 LLC	7620 Metcalf Ave	Overland Park	KS	66204	913-648-9474		
Valhalla Fitness LLC	215 S Maize Rd	Wichita	KS	67209	316-260-1254		
Bandon Fitness (Texas), Inc.	372 Diederich Blvd	Ashland	KY	41101	606-326-0033		
Tim and Lisa Nowaskie	131 Pkwy Dr	Bardstown	KY	40004	502-348-2348		
Atkins 5 Fitness, LLC	164 Iron Skillet Ct	Bowling Green	KY	42104	270-904-8329		
All About Fitness, LLC	6400 Crestwood Station	Crestwood	KY	40014	502-912-9348		
Bandon Fitness (Texas), Inc.	1425 Nashville Rd	Franklin	KY	42134	270-925-0149		
JR Fitness, LLC	1920 Declaration Dr	Independence	KY	41051	859-359-5336		
All About Fitness, LLC	12613 Taylorsville Rd	Louisville	KY	40299	502-290-8998		
J.T. Fitness, LLC	5406 Antle Dr, Ste 107	Louisville	KY	40229	502-797-2348		
Victory Health and Fitness, LLC	9902 Linn Station Rd	Louisville	KY	40223	502-200-8828		*
Bandon Fitness (Texas), Inc.	737 N Mount Washington Bypass	Mount Washington	KY	40047	502-538-0207		
Anthony Skinner and Laura Skinner	2234 Martin Luther King Jr. Blvd	Paris	KY	40361	859-340-8463		

Robert Padgett	192 Frankfort Rd	Shelbyville	KY	40065	502-633-4600		
Victory Health and Fitness, LLC	798 Dawkins Lane	Sulphur	KY	40070	502-682-7227	Projected to open in Louisville, KY**	*
Victory Health and Fitness, LLC	798 Dawkins Lane	Sulphur	KY	40070	502-682-7227	Projected to open in Louisville, KY**	*
Ing Properties LLC	543 Taylorsville Rd	Taylorsville	KY	40071	502-808-0100		
Max Management, L.L.C.	3015 Veterans Memorial Dr	Abbeville	LA	70510	337-385-2812		
Benton Fitness LLC	19115 Florida Blvd	Albany	LA	70711	225-567-2626		
Bandon Fitness (Texas), Inc.	6501 Coliseum Blvd, Stes 100-200	Alexandria	LA	71303	318-769-1844		
GET FIT ALGIERS, LLC	5163 General Degaulle, Suites G,	Algiers	LA	70131	504-394-0086		
T & V Fitness LLC	114 W Chestnut St	Amite	LA	70422	985-747-2202		*
Chris Rumsey and Simon Gray	1812 E Madison Ave	Bastrop	LA	71220	318-281-4118		
Bandon Fitness (Texas), Inc.	11231 Lovett Rd	Baton Rouge	LA	70818	225-456-5156		
Hamer Fitness LLC	200 Government St	Baton Rouge	LA	70802	225-636-2632		*
Highland Fitness, LLC	8827 Highland Rd	Baton Rouge	LA	70808	225-766-9066		
Highland Fitness, LLC	13711 Coursey Blvd	Baton Rouge	LA	70817	225-246-2092		
Renew Fitness, LLC	7350 Jefferson Hwy, Ste 470	Baton Rouge	LA	70806	225-930-9988		
Lonnie Young	8126 LA-23	Belle Chasse	LA	70037	504-571-5040		
Hudson & Associates, LLC	185 Burt Blvd	Benton	LA	71006	318-965-0159		
Bandon Fitness (Texas), Inc.	2091 Stockwell Rd	Bossier City	LA	71111	318-752-6650		
Bandon Fitness (Texas), Inc.	5390 Barksdale Blvd	Bossier City	LA	71112	318-746-1886		
Justin Seaton	3011 Airline Dr, Stes B-C	Bossier City	LA	71111	318-562-3472		
TATUM FITNESS, L.L.C.	5212 Airline Dr, Ste E	Bossier City	LA	71111	318-549-1247		
AF of Scott, LLC	1880 Rees St	Breaux Bridge	LA	70517	337-442-6558		
URSA MAJOR FITNESS LLC	156 Heritage Pkwy	Broussard	LA	70518	337-856-1711		
G&R Fitness, LLC	1221 NW Main St	Bunkie	LA	71322	318-295-4145		
Fit Investments, LLC	989 Hwy 80 E	Calhoun	LA	71225	318-599-8003		
	115 Derek Plaza Dr,						

Blue Star Investments, LLC	Ste 105	Carencro	LA	70520	337-565-2626		
Southern Oak Enterprises, LLC	219-E S Main St	Church Point	LA	70525	337-684-0045		
350ORIOLE LLC	70325 SR 1077, Ste 1D	Covington	LA	70433	985-845-1926		
Reilly Fitness, Inc.	1205 Village Walk	Covington	LA	70433	985-809-0099		
TBMM Holdings, LLC	1506 N Parkerson Ave	Crowley	LA	70526	337-250-4675		
MJWREN Group LLC	14057 E Main St	Cut Off	LA	70345	985-693-5533		
Stansbury & Company, LLC	407 Depot St	Delhi	LA	71232	318-878-3804		
Health Interests, LLC	25550 Juban Rd	Denham Springs	LA	70726	225-243-5500		
B&D FITNESS LLC	32350 Hwy 16, Bldg N	Denham Springs	LA	70706	225-667-1077		
AF Destrehan, LLC	1955 Ormond Blvd, Suite F	Destrehan	LA	70047	985-307-1425		
Murphy Fitness, LLC	2270 Business Park Blvd	~~Donaldsonville~~ Donaldsonville	LA	70346	225-725-4072		
Bandon Fitness (Texas), Inc.	1516 Hwy 190, Ste G	Eunice	LA	70535	337-457-7000		
Fitness365, LLC	1006 Sterlington Hwy	Farmerville	LA	71241	318-368-8083		
Megan Kenley and Lyn Kenley	299 Green Bay Rd	Farmerville	LA	71241	318-245-8610	Projected to open in Madison, MS**	*
Megan Kenley and Lyn Kenley	299 Green Bay Rd	Farmerville	LA	71241	318-245-8610	Projected to open in Gluckstadt, MS**	*
Folsom Fitness, LLC	82205 Orange St	Folsom	LA	70437	985-796-1050		
Max Management, L.L.C.	1812 Main St	Franklin	LA	70538	337-907-6600		
Bandon Fitness (Texas), Inc.	1719 Washington St	Franklinton	LA	70438	985-322-2099		
ANYTIME FITNESS GONZALES LLC	13091 Airline Hwy	Gonzales	LA	70737	225-644-5364		
Murphy Fitness, LLC	3228 S Burnside Ave	Gonzales	LA	70737	225-647-7750		
Chantel Brignac and Nicholas Riley	1732 Deroche Cir	Gramercy	LA	70052	225-869-3484		
NOLA FIT CLUB 2, INC.	1729 Lafayette St, Ste 100	Gretna	LA	70053	504-218-5104		
DUKENHEIMER LLC	7335 Jefferson Hwy	Harahan	LA	70123	504-305-3395		
Bandon Fitness (Texas),	4800 Hwy. 80			71037	318-949-4004		

Inc.		Haughton	LA				
Bandon Fitness (Texas), Inc.	1128 Grand Caillou Rd	Houma	LA	70363	985-872-0852		
TBMM Holdings II, LLC	214 S Thompson St	Iowa	LA	70647	337-582-1386		
Bandon Fitness (Texas), Inc.	1210 Elton Rd	Jennings	LA	70546	337-821-1002		
Rumsey & Fuselier Fitness, LLC	914 Pershing Hwy	Jonesboro	LA	71251	318-259-7661		
Relentless Phit LLC	207 Veterans Memorial Dr	Kaplan	LA	70548	337-643-7021		
Lance Welch	75205 Stinson Rd	Kentwood	LA	70444	985-323-9929	Projected to open in Kentwood, LA**	
Blue Star Investments, LLC	607 Belle Terre Blvd	La Place	LA	70068	985-359-3482		
Bandon Fitness (Texas), Inc.	505 West Pont Des Mounton Rd	Lafayette	LA	70507	337-706-7390		
Blue Star Investments, LLC	4517 Johnston St	Lafayette	LA	70503	337-988-8350		
Hebert-Minor Fitness & Health Services, LLC	3524 Kaliste Saloom Rd	Lafayette	LA	70508	337-988-9348		
Lonnie Young	2512 Jean Lafitte Blvd	Lafitte	LA	70067	504-609-0589		
Joseph Bourque and Trent Mere	4740 Nelson Rd, Ste 110	Lake Charles	LA	70605	337-944-0770		
Spence & Fuselier Fitness, LLC	1772 S 5th St	Leesville	LA	71446	337-239-3222		
Hamer Fitness LLC	29526 Frost Rd	Livingston	LA	70754	225-686-1178		
Bandon Fitness (Texas), Inc.	12225 US 90, Suite G	Luling	LA	70070	985-308-1360		
Always Hungry LLC	4624 SR-22	Mandeville	LA	70471	985-845-1511		
Pecster, LLC	1705 Hwy 59	Mandeville	LA	70448	985-674-3100		
G&R Fitness, L.L.C.	812 Tunica Dr E	Marksville	LA	71351	318-240-8010		
GET FIT MARRERO, LLC	1625 Barataria Blvd	Marrero	LA	70072	504-605-1200		*
Lonnie Young	3176 Barataria Blvd, Suite A	Marrero	LA	70072	504-267-0856		
Bandon Fitness (Texas), Inc.	12713 Water Way Dr	Maurepas	LA	70449	225-675-8000		
Max Management, L.LC.	8905 Maurice Ave.	Maurice	LA	70555	337-898-3653		
Clifton Melerine	3201 E Judge Perez Dr, Stes 107, 108,	Meraux	LA	70075	504-281-2568		
	5200 Veterans Hwy,						

Bandon Fitness (Texas), Inc.	Ste 101	Metairie	LA	70006	504-218-4814		
BillyFitness LLC	1121, 1123, 1125 Homer Rd	Minden	LA	71055	318-299-3800		
Fit Investments, LLC	7836 Desiard St	Monroe	LA	71203	318-998-3583		
Fit Investments, LLC	2309 Oliver Rd	Monroe	LA	71201	318-322-4005		
Franchise Fitness, LLC	1201 Hwy 90 E, Ste 102	Morgan City	LA	70380	985-221-6021		
Franchise Fitness, LLC	1340 Elm St., Ste. 100	Morgan City	LA	70380	985-384-7426		
Eric Guillot	277 Hwy. 171 N., Ste. 5, 6 and 7	Moss Bluff	LA	70611	337-855-2777		
Three Monkeys Fitness, LLC	507 Jefferson Terrace Blvd	New Iberia	LA	70560	337-256-8609		
Anthony H. Fortier-Bensen, LLC	4600 Freret St	New Orleans	LA	70115	504-899-2111		
Blue Star Investments, LLC	125 Allen Toussaint Blvd	New Orleans	LA	70124	504-286-7667		
Bywater Fitness, LLC	3817 Chartres St	New Orleans	LA	70117	504-309-0011		*
GET FIT GENTILLY, LLC	2141 Caton St	New Orleans	LA	70122	504-309-9304		
GET FIT NOLA, LLC	1811 Rousseau St	New Orleans	LA	70130	504-524-8006		
Johnnie Adolph	5941 Bullard Ave, Ste. 1-3	New Orleans	LA	70128	504-244-0088		
NOLA Fit Club, Inc.	4900 Canal St	New Orleans	LA	70119	504-373-5659		
Red Lucy LLC	1536 S Union St, Ste B	Opelousas	LA	70570	337-678-1314		
Fuselier Fitness, LLC	64724 SR-41	Pearl River	LA	70452	985-250-9416		
Bandon Fitness (Texas), Inc.	3800 Hwy 165, Ste A	Pineville	LA	71360	318-640-5380		
Bandon Fitness (Texas), Inc.	58010 Main St	Plaquemine	LA	70764	337-371-1997		*
FITNESS QUEST INC.	115 Berryland Shopping Center	Ponchatoula	LA	70454	985-386-3444		*
Thornhill Brothers Fitness, LLC	702 N. Lobdell Hwy.	Port Allen	LA	70767	225-636-2044		
Dutchtown Fitness, LLC	36533 C Braud Rd	Prairieville	LA	70769	225-744-4966		
Prairieville Fitness, LLC	17900 Airline Hwy	Prairieville	LA	70769	225-744-3002		
Bandon Fitness (Texas), Inc.	4882 LA-1	Raceland	LA	70394	985-242-2504		
Rayne Fitness, LLC							

	1401 The Blvd	Rayne	LA	70578	337-393-2450		
Stansbury & Company, LLC	103 Jasper St	Rayville	LA	71269	318-728-8616		
Engert & Fuselier Investments, LLC	44200 LA-445	Robert	LA	70455	985-662-3732		
Hummel Fitness, LLC	1223 Goodwin Rd	Ruston	LA	71270	318-255-1200		
AF of Scott, LLC	101 Park West Dr	Scott	LA	70583	337-706-8221		
Matthew Richard	205 Vincent Dr	Scott	LA	70583	337-781-4094	Projected to open in Sunset, LA**	
Bandon Fitness (Texas), Inc.	9315 Mansfield Rd	Shreveport	LA	71118	318-688-5900		
Fuselier Fitness, LLC	5795 N Market St	Shreveport	LA	71107	318-965-7700		
KLM Fitness, LLC	1931 Southern Loop	Shreveport	LA	71106	318-703-3990		
KP Investments & Properties LLC and Jeromy Harris	739 Shreveport Barksdale Hwy	Shreveport	LA	71105	318-670-8478		
New Life Fitness2, LLC	6259 Westport Ave, Ste 100	Shreveport	LA	71129	318-603-1348		
PCRFITNESS, LLC	855 Pierremont Rd, Ste 142	Shreveport	LA	71106	318-606-5159		
Shreveport Family Fitness, LLC	9250 Ellerbe Rd	Shreveport	LA	71106	318-865-5115		
Brian Walker and Charles Walker Jr	544 Robert Blvd	Slidell	LA	70458	985-288-5748		
Megan Kenley and Lyn Kenley	5357 Live Oak Center Drive	St. Francisville	LA	70775	225-535-8100		
Fitfam2, LLC	745 Hwy 30, Bldg. 2 Suites A-F	St. Gabriel	LA	70776	225-319-7700		
Craig Prosper and David Theriot	2230 N Main Hwy	St. Martinville	LA	70582	337-394-3488		
Michael Mantilla and Priscilla Mantilla	151 Almedia Rd	St. Rose	LA	70087	504-336-4434		
Aimee Hayward	8950 Hwy. 165 N., Ste. A	Sterlington	LA	71280	318-387-7233		
Genesis Fitness, LLC	4974 Hwy 3276, Ste A	Stonewall	LA	71078	318-775-5474		
T&R Fitness5345 LLC	333 N Cities Service Hwy	Sulphur	LA	70663	337-625-6840		
Anytime Fit of Thibodaux, LLC	127 Laura Dr.	Thibodaux	LA	70301	985-447-7770		
Bandon Fitness (Texas), Inc.	921 E Lasalle St	Ville Platte	LA	70586	337-363-1468		
Bandon Fitness (Texas), Inc.	28799 Walker S Rd	Walker	LA	70785	225-664-4700		

Fit Investments, LLC	5600 Cypress St.	West Monroe	LA	71291	318-396-9129		
Fit Investments, LLC	2419 N 7th St	West Monroe	LA	71291	318-396-6966		
Blue Star Investments, LLC	1700 Chemin Metairie Pkwy, Suite	Youngsville	LA	70592	337-857-5060		
Bandon Fitness (Texas), Inc.	2220 Church St.	Zachary	LA	70791	225-654-5577		
Denali Parnters, Inc.	100 Powder Mill Rd	Acton	MA	01720	978-461-2800		
Anderson Huang	309 Pond St	Ashland	MA	01721	508-881-4900		
ING Fitness, Inc.	227 B Washington St, Rte 1	Attleboro	MA	02703	508-316-3885		
T & J Corporation	619 Southbridge St.	Auburn	MA	01501	508-407-8440		
Pals Fitness, LLC	35 Turkey Hill Rd Rt 21, Suite 101	Belchertown	MA	01007	413-323-7150		
West Elm Ventures, LLC	25 Washington St	Canton	MA	02021	781-302-6955		*
Brian Cassidy	100 N Main St	Carver	MA	02330	508-465-0468		
AF CLINTON LLC	300A High St.	Clinton	MA	01510	978-612-0022		
HRJ, LLC	5-D State Rd	Dartmouth	MA	02740	774-300-3700		*
STR LLC	20 Andrews Pkwy	Devens	MA	01434	978-772-0722		
JJEC Fitness, LLC	225 Bedford Street	East Bridgewater	MA	02333	508-456-4046		
JJEC Fitness, LLC	25 Washington St	Easton	MA	02356	508-219-5941		
Rock Haven Ventures LLC	19 Temple St	Framingham	MA	01702	508-405-1300		
HRJ2, LLC	1 Chace Rd	Freetown	MA	02717	774-855-5200		*
RHV AF Grafton LLC	100 Worcester St.	Grafton	MA	01536	508-839-0084		
Movement for Life Fitness LLC	536 Main St	Groton	MA	01450	978-448-6720		
Stephen Scott Bothfeld	1070 Iyannough Rd	Hyannis	MA	02601	508-778-5525		
Jake Pylant	187 Summer St	Kingston	MA	02364	781-585-0444		
VFIT LLC	771 Boston Post Rd	Marlborough	MA	01752	508-658-9090		
JJEC Fitness, LLC	681 Falmouth Rd	Mashpee	MA	02649	508-477-7872		
Denali Partners, Inc.	52 Nason St	Maynard	MA	01754	978-938-4855		

Medway Fitness, Inc.	106 Main St	Medway	MA	02053	508-533-3100		
Mark Sinclair Fitness, Inc.	462 Main St.	Melrose	MA	02176	339-293-4076		
P.A.L.S. Fitness, LLC	100 Glendale Road	Northampton	MA	01073	(413) 885-3510		
Anderson Huang	10010-P Shops Way	Northborough	MA	01532	508-654-0057		
Rock Haven Ventures, LLC	111 Lenox St	Norwood	MA	02062	781-667-3191		
JJEC Fitness, LLC	166 Church St	Pembroke	MA	02359	781-924-1209		
Rock Haven Ventures LLC	13 Taunton St, Ste 3	Plainville	MA	02762	508-316-0191		
Brian Cassidy	138 Industrial Park Rd	Plymouth	MA	02360	508-747-7677		
Matthew Gulino and Christopher Charron	475 Hancock St	Quincy	MA	02171	617-472-2447		
West Elm Ventures, LLC	158 West Elm Ave	Quincy	MA	02170	617-481-7056	Projected to open in TBD, MA**	*
KJ23 Fitness LLC	35 Starr Ln	Rehoboth	MA	02769	401-261-6214	Projected to open in Seekonk, MA**	
Alex Monahan and Gregory Monahan	50 Quincy Street	Sharon	MA	02067	508-641-7957	Projected to open in New Paltz, NY**	
Jeffrey Swanson	15 College Hwy	Southampton	MA	01073	413-264-1760		
Rock Haven Ventures, LLC	479 E Main St	Southbridge	MA	01550	774-402-8300		
Gary Riello and Ed O'Toole	64 Worcester-Providence Turnpike	Sutton	MA	01509	508-762-1241		
George Basbanes	315 Middlesex Rd, Units 6 & 7	Tyngsboro	MA	01879	978-649-6537		
Chris Charron	158 N Main St	Uxbridge	MA	01569	508-278-2424		
P.A.L.S. Fitness, LLC	415 E Main St	Westfield	MA	01085	413-579-5364		
Fastwitch Fitness Club LLC	386 Shrewsbury St	Worcester	MA	01604	508-796-5941		
Naptown Elite Fitness, LLC	1166 Ramblewood Dr	Annapolis	MD	21409	443-794-1522	Projected to open in Annapolis, MD**	
Ballenger Creek Fitness LLC	5850 Ballenger Crk Pike	Ballenger Creek	MD	21703	301-732-4500		
Troutman Enterprise LLC	5 Bel Air S Pwy, Ste 1401	Bel Air	MD	21015	410-569-0009		
Troutman Fitness LLC	1206 Agora Dr.	Bel Air	MD	21014	410-838-8253		
AF Clinton Inc.	9130 Piscataway Rd	Clinton	MD	20735	301-868-4560		
	6935 Oakland Mills						

Roy Cox and Nadine Turner	Rd	Columbia	MD	21045	667-200-0333		*
Roy Cox and Nadine Turner	9123 Old Annapolid Rd. #311	Columbia	MD	21045	667-300-9719	Projected to open in Columbia, MD**	*
Double R Fitness, LLC	9815 Main St	Damascus	MD	20872	301-253-2400		
JBRFITNESS, LLC and Steve Zumbrun	2315 Belair Rd	Fallston	MD	21047	443-299-6440		
MUT, LLC	6613 Corbel Way	Frederick	MD	21703	301-606-9232	Projected to open in TBD, MD**	*
NXS Fitness, LLC	6077 Spring Rdg. Pkwy.	Frederick	MD	21701	301-378-2906		
Shawnee Inc.	2405 Whittier Dr	Frederick	MD	21702	301-668-2348		
Anthony Zirrolli	11850 W Market Place	Fulton	MD	20759	443-583-0055		
Mayer Fitness LLC	18319 Leaman Farm Rd.	Germantown	MD	20874	301-515-4040		
Fitness Forge LLC	19405 Emerald Square, Suite 1500	Hagerstown	MD	21742	301-302-0580		
George Vakalopoulos	6635 Isle of Skye Dr	Highland	MD	20777	240-278-8405	Projected to open in Pineville, NC**	*
Rewards Health & Fitness, LLC and Jasdeep Warren	4265 Howard Ave	Kensington	MD	20895	240-242-3053		
Krish and Meeraa Fitness, LLC	8544 Scholars Lane	Laurel	MD	20723	240-462-4352	Projected to open in TBD, NC**	
Nursery Fitness, LLC	810 Nursery Rd	Linthicum	MD	21090	410-609-0106		
Chesapeake Fitness Group	672 Old Mill Road, ,	Millersville	MD	21108	410-800-7924		
Poolesville Fitness & Health, LLC	19942 Fisher Ave	Poolesville	MD	20837	240-489-3214		
Stratford Fitness LLC	14630 York Rd	Sparks	MD	21152	443-595-8051		
NXS Fitness, LLC	520 E Baltimore St	Taneytown	MD	21787	240-397-9580		
George Puvel	130 Frederick Rd	Thurmont	MD	21788	301-271-0077		
Stratford Fitness LLC	55 W Aylesbury Rd, Ste A	Timonium	MD	21093	410-308-2348		
MUT, LLC	410 Meadow Creek Dr	Westminster	MD	21158	443-241-9131		*
AF Northgate LLC	91 Auburn St	Portland	ME	04103	207-878-2008		
AF SoPo LLC	180 Waterman Dr	South Portland	ME	04106	207-699-0044		
Andrija Lipovac and Jennifer Lipovac	1099 Saint Claire River Dr	Algonac	MI	48001	810-512-4224		

Ann Arbor AF, LLC	2744 Jackson Rd	Ann Arbor	MI	48103	734-222-0955		
M & J Health Club, LLC	3393 Plymouth Rd, Ste D	Ann Arbor	MI	48105	734-418-3338		
AF Belleville LLC	11780 Belleville Rd	Belleville	MI	48111	734-325-2809		
PAUL VANCE FITNESS LLC	3144 12 Mile Rd	Berkley	MI	48072	248-629-7745		
AWESOME FACTORY LLC	101 Brookside Ln, Ste G	Brighton	MI	48116	810-227-3300		
Michael Vischer, Deborah K. Vischer and John Aaron	250 S Main St, Unit 7-8	Brooklyn	MI	49230	517-499-3138		
J & S FITNESS, LLC	23796 W Rd	Brownstown Township	MI	48183	734-675-2447		
Kimberly Lee and James Lee	2101 Plett Rd	Cadillac	MI	49601	231-846-2027		
AF CANTON LLC	8501 N Lilley Rd	Canton	MI	48187	734-254-9191		
AF Chelsea LLC	1030 S Main St	Chelsea	MI	48118	734-433-3333		
Chesterfield AF LLC	27653 23 Mile Rd	Chesterfield	MI	48051	586-949-0100		
Matthew Shango	7113 Dixie Hwy	Clarkston	MI	48346	248-922-7632		*
MDS Fitness Inc.	9685 Dixie Hwy	Clarkston	MI	48348	248-625-3002		
Clinton Township AF LLC	15222 Canal Rd	Clinton Township	MI	48038	586-948-9910		
Britt's Fitness, LLC	355 S Willowbrook Rd	Coldwater	MI	49036	517-317-1035		
Ken Konieczka	622 N State Rd	Davison	MI	48423	810-653-1981		
JED FITNESS ENTERPRISE, LLC	26334 Ford Rd	Dearborn Heights	MI	48127	313-444-1175		
Country Mile, LLC	7050 Dexter Ann	Dexter	MI	48130	734-808-4348		
MDS Fitness-Durand, LLC	8753 Monroe Rd	Durand	MI	48429	989-932-6069		
NP Fitness, LLC	16820 Chandler Rd, Ste 109	East Lansing	MI	48823	517-333-8383		
401-U L.L.C.	322 N Lincoln Rd,	Escanaba	MI	49829	906-233-0000		
KGT HOLDINGS, LLC	22078 Farmington Rd	Farmington	MI	48336	248-479-6500		
MKTRAINING LLC	37592 W 12 Mile Rd	Farmington Hills	MI	48331	248-553-1912		
JoJo Industries, LLC	1145 N Leroy St	Fenton	MI	48430	810-215-1089		
Ferlito Fitness Ferndale LLC	22861 Woodward Ave	Ferndale	MI	48220	248-291-6645		
Ronald Brink and David Michalak	24619 Gibraltar Rd	Flat Rock	MI	48134	734-782-3482		

Fraser AF LLC	31887 Utica Rd.	Fraser	MI	48026	586-285-1404		
J & H Fitness, LLC	1224 W Main St	Fremont	MI	49412	231-924-7701		
Genesee Fitness, LLC	7441 N Genesee Rd	Genesee	MI	48437	810-640-7923		
MDS FITNESS--GRAND BLANC #1, LLC	10293 S Saginaw Rd	Grand Blanc	MI	48439	810-694-6003		
MDS FITNESS--GRAND BLANC #2, LLC	2241 E Hill Rd	Grand Blanc	MI	48439	810-694-7800		
A & A Anytime, Inc.	48 E Stephenson Ave	Gwinn	MI	49841	906-346-2525		*
Gratitude Fitness, LLC	1001 M-28 E	Harvey	MI	49855	906-249-9800		
MDS Fitness Inc.	2119 Haslett Rd, Ste C-D	Haslett	MI	48840	517-977-1444		
Brett Boyd and Tyson Carpenter	210 West Carleton Rd, Ste A	Hillsdale	MI	49242	517-439-2407		
DSM Fitness, LLC	977 Butternut Dr, Ste 16	Holland	MI	49424	616-796-8700		
Country Mile, LLC	980 Highland Rd, Suites G-J, Howell,	Howell	MI	48843	517-540-1552		
Country Mile, LLC	1812 Old US 23	Howell	MI	48843	810-632-0022		
Kenneth Konieczka	1847 Van Dyke Rd	Imlay City	MI	48444	810-721-1988		
401-U L.L.C.	1078 S Stephenson Ave	Iron Mountain	MI	49801	906-774-0000		
A & A Anytime, Inc.	130 N Pansy St	Ishpeming	MI	49849	906-485-4502		*
AF Jackson West LLC	916-966 N West Ave	Jackson	MI	49202	517-743-4004		
Amanda Rainsberger	4010 Page Ave	Jackson	MI	49254	517-748-9351		
Nick & Angela Schmidt	6980 Stadium Dr	Kalamazoo	MI	49009	269-365-9855		
LakeSenac, LLC	3603, 3607 & 3611 South Baldwin Rd	Lake Orion	MI	48359	248-499-9425		
Bedford Fitness LLC	7300 Secor Rd., Ste. 4B	Lambertville	MI	48144	734-568-6000		
Kenneth Konieczka	700 S. Main St, Ste 120 C	Lapeer	MI	48446	810-660-8500		
Stephen W. Powell and Gail Lynn Powell	37189 Six Mile Rd.	Livonia	MI	48152	734-744-5395		
Vincent Rotondo and Patrick Strausbaugh	15986 Middlebelt Rd	Livonia	MI	48154	734-469-4757		
SJ MACOMB II, INC.	16336 26 Mile Rd	Macomb	MI	48042	586-232-4905		
	48812-48816						

SJ Macomb, Inc.	Romeo Plank	Macomb	MI	48044	586-690-8125		
D and J Fitness Inc	32340 N Campbell Rd	Madison Heights	MI	48071	248-588-1020		
401-U L.L.C.	1175 W Washington St	Marquette	MI	49855	906-226-6000		
Shaymvle, Inc.	3270 Gratiot Ave	Marysville	MI	48040	810-937-5974		
Meek Enterprises, Inc.	56098 S Main St	Mattawan	MI	49071	269-944-9199		
AF Spring Arbor LLC	P.O. Box 777	Michigan Center	MI	49254	517-902-7198	Projected to open in Marshall, MI**	
Vincent Rotondo and Patrick Strausbaugh	1267 N Telegraph Rd	Monroe	MI	48162	734-384-3376		
Debbie Henderson, Marvin Henderson and Jessica	51400 County Line Rd	New Baltimore	MI	48047	586-716-3449		
DSM2 Fitness LLC	47980 Grand River Ave	Novi	MI	48374	248-348-8080		
WWAL Fitness, Inc	400 River St	Ontonagon	MI	49953	906-884-4348		
Ortonville Fitness, LLC	250 N Ortonville Rd	Ortonville	MI	48462	248-627-4800		
Clinton J. Scollard and Aimee D. Perrin-Scollard	2170 Anderson Rd, Ste 120	Petoskey	MI	49770	231-348-2500		
David Dusseau	9500 Chilson Cir	Pinckney	MI	48169	810-231-9550		
Kyle Westberg and Brent Westberg	149 N Perry St	Pontiac	MI	48342	248-332-2833		
ASH FITNESS, LLC	283 W Centre Ave	Portage	MI	49024	269-270-3165		
Country Mile, LLC	67200 Gratiot Ave	Richmond	MI	48062	586-430-1526		
Jerred Welt, Kerry Welt and Michael Welt	1823 W Willis Rd	Saline	MI	48176	734-780-5852	Projected to open in Ann Arbor, MI**	*
401-U L.L.C.	4422 I-75 Business Spur	Sault Ste. Marie	MI	49783	906-253-0000		
Vincent Rotondo and Patrick Strausbaugh	2079 25 Mile Rd	Shelby Charter Township	MI	48316	248-963-2947		*
James Cox, Suzanne Cox, Sheryl Cox and Paul Cox	20758 Pontiac Tr	South Lyon	MI	48178	248-573-7730		
Suzanne Cox, Paul Cox and Sheryl Cox	57066 10 Mile Rd	South Lyon	MI	48178	248-486-9600		
Landon Brink and David Michalak	15345 Dix-Toledo Rd	Southgate	MI	48195	734-250-7531		
DD Mind Body Health LLC	24040 Harper Ave	St. Clair Shores	MI	48080	586-777-1200		
St Clair Shores AF LLC	30110 Harper Ave	St. Clair Shores	MI	48082	586-415-9662		

Meek Enterprises, Inc.	5643 Cleveland Ave	Stevensville	MI	49127	269-429-1222		
Michael Vischer, Deborah K. Vischer, John Aaron Summy	1400-1422 W Chicago Blvd	Tecumseh	MI	49286	517-301-4908		
KBH Fitness, LLC	728 Munson Ave	Traverse City	MI	49686	231-941-7400		
Ryan Hitsman and Brandon Pringle	2129 W S Blvd	Troy	MI	48098	248-275-8316		
ALL OUT FITNESS HOLISTIC LLC	686 N Pontiac Trl	Walled Lake	MI	48390	248-926-0558		
Matthew Shango	5645 Thirteen Mile Rd	Warren	MI	48092	586-510-4985		*
Commit 2 Fit Inc.	65929 Van Dyke Rd	Washington	MI	48095	586-336-7700		
Sean Yono and Karim Yono	3399 Elizabeth Lake Rd	Waterford	MI	48328	248-499-8949		
Bad Bird, Inc.	6845 Highland Rd	White Lake	MI	48383	248-636-2260		
Dexter AF LLC	1900 Whittaker Rd	Ypsilanti	MI	48197	734-340-6262		
Shawn Bromeland	2508 Bridge Ave	Albert Lea	MN	56007	507-377-8451		
SolRiver LLC	6415 Labeaux Ave NE, Ste A-180	Albertville	MN	55301	763-276-7476		
Elite Fitness of Alexandria, Inc.	301 30th Ave W	Alexandria	MN	56308	320-763-8989		
Cory Podany, Jill Podany and Jason McDunn	3450 Bunker Lake Blvd NW	Andover	MN	55304	763-421-1005		
21/90 Fitness Inc.	5922 167th Ave NW	Anoka	MN	55303	763-753-9270		
VT Gibbs Investments, LLC	6520 150th St W, Ste 100	Apple Valley	MN	55124	952-432-0100		
JAX FITNESS LLC	3673 Lexington Ave	Arden Hills	MN	55126	651-490-3348		
Bandon Fitness (Texas), Inc.	602 Front St N	Barnesville	MN	56514	701-660-0954		
Fitness Fundamentals LLC	14091 Baxter Dr, Ste 101	Baxter	MN	56425	218-454-2000		
FRANSGATO FITNESS LLC	14030 Bank St, Ste 4	Becker	MN	55308	763-262-2333		
Blue Star Investments, LLC	2526 Hannah Ave	Bemidji	MN	56601	218-444-5529		
Bandon Fitness (Texas), Inc.	570 Humboldt Dr	Big Lake	MN	55309	763-263-1300		
Bodacious in Blaine, LLC	10731 University Ave NE	Blaine	MN	55434	763-401-6500		
BEAST AF LLC	8599 Lyndale Ave S			55420	952-881-6102		

		Bloomington	MN				
Eden Recreation LLC	5107 W 98th St	Bloomington	MN	55437	952-303-3864		
J & J Fitness, LLC	302 5th Ave NE	Brainerd	MN	56401	218-828-0909		
SolRiver LLC	4646 85th Ave N	Brooklyn Park	MN	55443	763-762-6932		
Salus, LLC	610 Crossroads Campus Dr., Ste 101	Buffalo	MN	55313	763-682-9999		
David Schulze	12700 Nicollet Ave, 121A	Burnsville	MN	55337	952-222-9119		
Blue Star Investments, LLC	827 High Pointe Dr NE	Byron	MN	55920	507-315-1207		
SFV LLC, John Haase and Pamela Haase	113 Main St S	Cambridge	MN	55008	763-552-2348		
AF Champlin LLC	11460 Marketplace Dr	Champlin	MN	55316	763-422-9236		
Karo Investments, LLC	2980 N Chestnut St	Chaska	MN	55318	952-361-4300		
CC AF LLC	11183 Lake Blvd	Chisago City	MN	55013	651-257-1901		
Blue Star Investments, LLC	910 SR-33 S	Cloquet	MN	55720	218-879-6220		
Scott Clark	2421 Coon Rapids Blvd NW	Coon Rapids	MN	55433	763-421-7771		
njoy Health, LLC	7750 Harkness Ave S	Cottage Grove	MN	55016	651-769-1311		
CDG, LLC	2221 Sahlstrom Dr	Crookston	MN	56716	218-281-1123		
Jason White	5580 W Broadway Ave	Crystal	MN	55428	763-531-9200		
Christopher Rumsey and John Simon Gray	1647 US Hwy 10 West	Detroit Lakes	MN	56501	218-844-5656		
Bandon Fitness (Texas), Inc.	1710 Center Ave	Dilworth	MN	56529	218-227-0010		
Blue Star Investments, LLC	1502 E Superior St	Duluth	MN	55812	218-724-6653		
Blue Star Investments, LLC	215 N. Central Ave.	Duluth	MN	55807	218-624-1311		
Emphatically in Eagan, LLC	1981 Silver Bell Rd, Ste 1800	Eagan	MN	55122	651-686-4667		
Happy, Healthy & Hopeful LLC	1012 Diffley Rd	Eagan	MN	55123	651-688-0324		
Kory Knoff	1010 Central Ave NE	East Grand Forks	MN	56721	218-773-2882		
Daryl Horak	12346 Oxbow Dr.	Eden Prairie	MN	55347	952-303-3864	Projected to open in Chanhassen, MN**	
Kyle Wheeler	10165 Hennepin Town Rd	Eden Prairie	MN	55344	952-417-6802		

Sellin' Cheeks, LLC	14711 Martin Dr	Eden Prairie	MN	55344	952-562-8702		
Jonathan Mastel and Timothy Mastel	6120 Ridgeway Rd	Edina	MN	55436	612-802-9391	Projected to open in Bozeman, MT**	*
Pyramid Fitness Group, LLC	18850 Dodge St Northwest	Elk River	MN	55330	763-633-4999		
Happy, Healthy & Hopeful LLC	321 Main St, Ste 104	Elko-New Market	MN	55054	952-461-5554		
KDK, LLC	340 State Hwy 7	Excelsior	MN	55331	952-401-0101		
Bandon Fitness (Texas), Inc.	1620 17th St NW	Faribault	MN	55021	507-331-3434		
Njoy Health Farmington, LLC	20700 Chippendale Ave. W.	Farmington	MN	55024	651-419-9050		
A&A Fitness LLC	1432 S Lake St	Forest Lake	MN	55025	651-982-4583		
Mona Nelson	903 S. Hilligoss Blvd. E.	Fosston	MN	56542	218-435-1566		
Fitco, Inc.	518 Main Ave	Gaylord	MN	55334	507-237-3700		
Blue Star Investments, LLC	110 Golf Course Rd	Grand Rapids	MN	55744	218-999-7774		
AF Ham Lake LLC	1460 133rd Ln NE, Unit B	Ham Lake	MN	55304	763-413-9348		
Bandon Fitness (Texas), Inc.	10981 4th St NE	Hanover	MN	55341	763-498-0087		
Tony Nicholson and LaRoyce Nicholson	1355 S Frontage Rd, Ste 340	Hastings	MN	55033	651-438-8818		
Blue Star Investments, LLC	4865 Miller Trunk Hwy	Hermantown	MN	55811	218-722-5930		
Blue Star Investments, LLC	3923 1st Ave.	Hibbing	MN	55746	218-263-8200		
RJM Management Inc.	14643 Mercantile Dr, Ste 100	Hugo	MN	55038	651-429-2188		
Hutchinson Health & Fitness LLC	525 S Grade Rd SW	Hutchinson	MN	55350	320-587-6900		
SFV LLC, John Haase and Pamela Haase	120 Heritage Blvd NE	Isanti	MN	55040	763-444-6344		
Ryan Brandts and Amanda Brandts	508 2nd St	Jackson	MN	56143	507-849-7348		
AF Jordan, LLC	115 S. Broadway	Jordan	MN	55352	952-492-3232		
TKO Strength, LLC	110 Main St W	Kasson	MN	55944	507-634-8100		
MDS Fitness-La Crescent, LLC	136 Walnut St S	La Crescent	MN	55947	507-895-4910		
Lake City, Inc.	1205 N 7th St	Lake City	MN	55041	651-345-4401		
Njoy Health Lakeville, Inc.							

	17811 Kenwood Trl	Lakeville	MN	55044	952-985-8888		
J&T Fitness Investments LLC	552-554 Lilac St	Lino Lakes	MN	55014	651-784-7033		
Bandon Fitness (Texas), Inc.	2226 E Frontage Rd	Litchfield	MN	55355	320-593-0001		
Feet in the Fire, LLC	2680 Rice St	Little Canada	MN	55117	651-321-1996		
Chris Danielson	205 16th St NE, Ste B	Little Falls	MN	56345	320-616-4700		
AF Long Lake LLC	2073 Wayzata Blvd W, Ste 300	Long Lake	MN	55356	952-404-7201		
Minnesota Fitness LLC	3 W Main St	Madelia	MN	56062	507-642-2400		
NKJ Fitness, LLC	1400 Madison Ave, Ste 710 & 720	Mankato	MN	56001	507-388-7002		
Trevor Linton, Beth Linton, Jesse Matter and Cheryl	6450 Wedgewood Rd N	Maple Grove	MN	55311	763-898-3956		
Clifford Gray	2515 White Bear Ave	Maplewood	MN	55109	651-571-5570		
Bandon Fitness (Texas), Inc.	201 E College Dr	Marshall	MN	56258	507-929-3101		
Salus, LLC	5145 County Rd 101, Ste 1010	Medina	MN	55340	763-478-8881		
CV Health MH, Inc.	756 North Plaza Dr	Mendota Heights	MN	55120	651-687-0444		
Bandon Fitness (Texas), Inc.	4725 Hiawatha Ave	Minneapolis	MN	55406	612-444-7464		
DBL-A, Inc.	111 Washington Ave N, Ste 100	Minneapolis	MN	55401	612-339-6655		
Liberation of Lyndale, LLC	5309-25 Lyndale Ave S	Minneapolis	MN	55419	612-823-3120		
M&A Fitness, LLC	2910 Lyndale Ave S	Minneapolis	MN	55408	612-345-7753		
Northeastern Holdings, LLC	2217 Central Ave NE	Minneapolis	MN	55418	612-230-1330		
Prospect Holdings, LLC	2718 University Ave SE	Minneapolis	MN	55414	612-455-4100		
Watson Health and Fitness, Inc.	2104 W. Broadway Ave.	Minneapolis	MN	55411	612-521-4050		
Salus LLC	11104 Cedar Lake Rd	Minnetonka	MN	55305	952-545-1000		
SemperStrong Fitness, LLC	4081 Cedar St	Monticello	MN	55362	763-295-9000		
Bandon Fitness (Texas), Inc.	935 37th Ave S	Moorhead	MN	56560	218-227-5440		*
Robert Haase, Stephanie Haase, John Haase &	901 Forest Ave E	Mora	MN	55051-1617	320-679-6970		

Lake Minnetonka Fitness, LLC	2238 Commerce Blvd, Ste 11	Mound	MN	55364	952-491-5200		
Ryon Savasta and Tracy Savasta	2541 W County Rd 10	Mounds View	MN	55112	763-786-2244		
Salus, LLC	3540 Winnetka Ave N	New Hope	MN	55427	763-208-9489		
Tracy & Ryon Savasta	221 Chalupsky Ave. SE.	New Prague	MN	56071	952-758-9165		
TKO Wellness, LLC	512 1st St S	New Ulm	MN	56073	507-354-0700		
Karen Buckhouse	24400 Smiley Rd N	Nisswa	MN	56468	218-961-1111		
SFV LLC, John Haase and Pamela Haase	38873 14th Ave	North Branch	MN	55056	651-674-0580		
Bandon Fitness (Texas), Inc.	618 Division St S	Northfield	MN	55057	507-650-0010		
njoy Health, LLC	7077 10th St N	Oakdale	MN	55128	651-702-6500		
Alpine Fitness, LLC	8829 Jefferson Hwy	Osseo	MN	55369	763-493-6900		
TNT Fitness Corporation	1010 Hoffman Dr.	Owatonna	MN	55060	507-451-0144		
K & J Fitness of PR LLC	200 Gilbert Ave.	Park Rapids	MN	56470	218-237-3737		
SFV LLC, John Haase and Pamela Haase	925 Main St S	Pine City	MN	55063	320-629-8987		
Minnesota Fitness, LLC	507 8th Ave SE	Pipestone	MN	56164	507-562-4500		
Trevor Linton, Beth Linton, Jesse Matter and Cheryl	4190 Vinewood Ln N, Ste 136	Plymouth	MN	55442	763-432-2099		
Lew.I.Is Enterprises, Inc.	304 N 19th Ave	Princeton	MN	55371	763-389-1661		
Smart Fitness LLC	8019 146th Ave NW	Ramsey	MN	55303	763-712-3445		
O'Day Enterprises, LLC	1105 Bench St	Red Wing	MN	55066	651-212-8396		
SolRiver LLC	6401 Richfield Pkwy	Richfield	MN	55423	612-243-3481		
Rochester Fitness, LLC	1629 N Broadway Ave	Rochester	MN	55906	507-322-6225		*
Rochester Fitness, LLC	4181 31st Ave NW	Rochester	MN	55901	507-226-8081		*
Rochester Fitness, LLC	73 Grandeville Rd SW, #1021	Rochester	MN	55902	608-778-6320	Projected to open in Rochester, MN**	*
Pyramid Fitness Group, LLC	14142 Northdale Blvd	Rogers	MN	55374	763-428-1799		
Njoy Health Rosemount, LLC	2678 149th St W	Rosemount	MN	55068	651-322-4433		
njoy Health, LLC	1139 Larpenteur Ave			55113	651-489-3600		

	W	Roseville	MN				
SFV LLC, John Haase and Pamela Haase	418 Main St	Sandstone	MN	55072	320-245-3191		
Bandon Fitness (Texas), Inc.	809 10th Ave N	Sartell	MN	56377	320-774-1820		
Bandon Fitness (Texas), Inc	225 2nd Ave N	Sauk Rapids	MN	56379	320-230-8484		
AF Savage LLC	14233 O'Connell Ct.	Savage	MN	55378	952-226-2004		
K.W. Fitness II, LLC	1206 Shakopee Town Sq.	Shakopee	MN	55379	952-233-8155		
Lexington Investments LLC	5922 Lexington Ave N	Shoreview	MN	55126	651-846-9248		
Colleen Braun	128 Main St E, Ste B	Sleepy Eye	MN	56085	507-794-2424		
M & M Fitness, LLC	2701 39th Ave NE	St. Anthony	MN	55421	612-260-2300		
Bandon Fitness (Texas), Inc.	23212 St. Francis Blvd, Suite 900	St. Francis	MN	55070	763-753-3399		
Minnesota Fitness LLC	512 1st Ave. S.	St. James	MN	56081	507-375-3755		
AF St. Paul, LLC	226 Spring St	St. Paul	MN	55102	651-292-1707		
Grand Fitness, LLC	1059 Grand Ave.	St. Paul	MN	55106	651-340-2811		
Jet Investments LLC	1700 Suburban Ave	St. Paul	MN	55106	651-772-0600		
STP Holdings, LLC	533 Summit Ave	St. Paul	MN	55102	612-455-4100	Projected to open in St. Paul, MN**	*
Chad Guentzel	1903 N 3rd St	St. Peter	MN	56082	507-934-4604		
AF Running Tiger, LLC	1600 2nd Ave NW	Stewartville	MN	55976	507-533-1923		
Njoy Health Stillwater, LLC	1270 W Frontage Rd, Valley Rdg Mall	Stillwater	MN	55082	651-439-5544		
CCM Enterprise LLC	1845 Hwy 59 S	Thief River Falls	MN	56701	218-681-1305		
Blue Star Investments, LLC	5482 Mountain Iron Dr.	Virginia	MN	55792	218-749-8000		
Quentin Luff and Sherri Schouweiler-Luff	611 Broadway Ave	Wabasha	MN	55981	651-565-4181		
Adina Bergstrom and Travis Sohlman	724 Vista Blvd	Waconia	MN	55387	952-230-1155		
Gladiator Fitness Incorporated	1143 2nd St S	Waite Park	MN	56387	320-230-8383		
Wellness for Life, LLC	115 4th St SW	Waseca	MN	56093	507-201-5087		
	1201 S Robert St,						

njoy Health, LLC	Ste 2	West St. Paul	MN	55118	651-457-0300		
Neslan, LLC	4600 Centerville Rd	White Bear Lake	MN	55127	651-330-0367		
NKJ Fitness, LLC	2689 County Rd E	White Bear Lake	MN	55110	651-426-8054		
Bandon Fitness (Texas), Inc.	1605 S 1st St	Willmar	MN	56201	320-441-2300		
MDS Fitness Inc.	975 Frontenac Dr	Winona	MN	55987	507-205-2880		
Minnesota Fitness, LLC	1151 Ryans Rd., Ste. 112	Worthington	MN	56187	507-295-7110		
Bandon Fitness (Texas), Inc.	12530 Fremont Ave, Ste 300	Zimmerman	MN	55398	763-856-0400		
Ryan Wattenbarger and Jennifer Rachel	772 SW East US Hwy 40	Blue Springs	MO	64015	816-841-8841		
Sonya Price and Pathe Price	603 E Platte Clay Way	Cameron	MO	64429	816-632-6200		
Mike Fischer	62 Four Season Shopping Ctr	Chesterfield	MO	63017	314-485-8986		
JZ Property, LLC	348 W Business Hwy 36	Chillicothe	MO	64601	660-240-0690		
AF Missouri, LLC	1729 West Broadway	Columbia	MO	65203	573-483-0070		
MLC Fitness, LLC	343 Watson Plz	Crestwood	MO	63126	314-394-1010		
Maggie Heidbrink	602 N Franklin St	Cuba	MO	65453	573-812-2348		
Megan Brown	2 Embry Dr	Desloge	MO	63628	573-516-0482		
Engert & Fuselier Investments, LLC	959 N Jesse James Rd	Excelsior Springs	MO	64024	816-630-6200		
Megan Brown, LLC	759 Market St Ctr	Farmington	MO	63640	573-664-1445		
Clinton Lee Fuselier Jr	501 Huck Finn Shopping Center	Hannibal	MO	63401	573-719-3299		*
HudSim, LLC	1911 N 291 Hwy	Harrisonville	MO	64701	816-884-3165		
5411 Fitness, LLC	15904 E 23rd St S	Independence	MO	64055	816-325-3747		*
Van Weelden Insurance Agency, Inc.	2451 N High St	Jackson	MO	63755	573-204-0445		
Omada Holdings LLC	3220 W Edgewood Dr	Jefferson City	MO	65109	573-659-4763		
B&K Health, LLC	7000 NW 83rd St	Kansas City	MO	64152	816-746-6400		
Larker Fitness, LLC	105 S Jefferson, B7-8	Kearney	MO	64060	816-903-1300		
Engert & Fuselier							

Investments, LLC	2002 N Baltimore St	Kirksville	MO	63501	660-956-0574		
A&J Fitness LLC	1300 W Elm St	Lebanon	MO	65536	417-991-2525		
Limitless Gains Corp.	3504-3508 SW Market St	Lee's Summit	MO	64082	816-600-0139		
3 FOR FITNESS LLC	888 Haines Dr	Liberty	MO	64068	816-781-0017		
ML Training, LLC	833 N Main St	Nixa	MO	65714	417-724-8990		
Megan Brown, LLC	9654 Olive Blvd	Olivette	MO	63132	314-986-9585		
Bradbury Fitness, LLC	965 Hwy 42	Osage Beach	MO	65065	573-693-9339		
Chad Schimke	15279 Brink Meyers Rd	Parkville	MO	64152	816-710-2800		
Cayleighs on Main LLC	347 Main St	Platte City	MO	64079	816-858-7007		
HudSim, LLC	2001 N 7 Hwy, Stes FGHI	Pleasant Hill	MO	64080	816-540-2012		
HudSim, LLC	913 W Foxwood Dr	Raymore	MO	64083	816-331-5040		
Fuselier Fitness, LLC	581 E Elm St	Republic	MO	65738	417-732-5999		
Weir Fitness, LLC	210 S Thornton St	Richmond	MO	64085	816-776-5656		
A-Z Power LLC	201 S Bishop Ave	Rolla	MO	65401	573-426-5299		
Omada Holdings LLC	110 W 3rd St	Sedalia	MO	65301	660-281-8772		
PaSo Ventures, Inc.	1010 S. US Hwy. 169	Smithville	MO	64089	816-532-5032		
Gold Standard Fitness, LLC	2767 W Republic Rd	Springfield	MO	65807	417-887-2348		
Gold Standard Fitness, LLC	319N E Battlefield St	Springfield	MO	65807	417-719-4292		
Edwin Van Weelden	335 N. Commercial Ave.	St. Clair	MO	63077	636-322-1055		
365FITNESS LLC	1209 N. Belt Hwy, Ste F	St. Joseph	MO	64506-2411	816-232-1315		
Jjakyl Fitness, LLC	4329F Butler Hill Rd	St. Louis	MO	63128	314-696-6952		
Titan Fitness, LLC	7517 Mexico Rd	St. Peters	MO	63376	636-387-7777		
MBM Fitness, LLC	250 S Service Rd E	Sullivan	MO	63080	573-468-2348		
FIT AF Enterprises, LLC	110 Union Plz Dr	Union	MO	63084	636-584-0563		
B & S Fitness Lifestyle, LLC	2022 Phoenix Ctr Dr	Washington	MO	63090	314-306-4359		

Bandon Fitness (Texas), Inc.	1104 Historic Rte 66	Waynesville	MO	65583	573-774-4195		
Bandon Fitness (Texas), Inc.	1651 Gibson St	West Plains	MO	65775	417-255-2555		
Health and Fitness Missouri LLC	2450 Taylor Rd	Wildwood	MO	63040	636-273-1515		
Kenny Stubblefield	60383 Cotton Gin Port Rd	Amory	MS	38821	662-257-6330		
JM Fitness, LLC	614 Blue Meadow Rd	Bay St. Louis	MS	39520	228-466-2511		
SH Capital MS-5 LLC	2155 SR-18	Brandon	MS	39042	601-706-4605		
TFE BYRAM MS LLC	5750 I-55 S	Byram	MS	39272	601-371-8499		
SH CAPITAL MS-2 LLC	303 S Van Buren Street	Carthage	MS	39051	601-741-8079		
Delta Fit, LLC	207 N Davis Ave, Ste G	Cleveland	MS	38732	662-843-8443		
SH CAPITAL MS-3 LLC	2799 Hwy 49 S, Suite E	Florence	MS	39073	601-398-4036		
SH Capital MS-4 LLC	5651 MS-25	Flowood	MS	39232	601-992-3488		
Fountain Enterprises, LLC	104 Mueller Brass Rd.	Fulton	MS	38843	662-862-7737		
Omada Holdings LLC	1301 Sunset Dr, Ste F	Grenada	MS	38901	662-294-8882		
SH CAPITAL MS-6 LLC	4924 I-55 N, Ste 107	Jackson	MS	39211	601-321-9465		
Bandon Fitness (Texas), Inc.	1573 US 49 S.	Magee	MS	39111	601-849-4757		
WEC Enterprises, LLC	417 Apache Dr	McComb	MS	39648	601-249-0356		
Pro Fit, Inc.	220 Starlyn Ave.	New Albany	MS	38652	662-534-4009		
SH Capital MS-1 LLC	2132 Jackson Ave W	Oxford	MS	38655	662-259-2296		
SH CAPITAL MS-7 LLC	628 S Pearson Rd	Pearl	MS	39208	601-664-0330		
ATF Franchise, LLC	1605 Hwy. 11	Picayune	MS	39466	601-749-3443		*
Omada Holdings LLC	2421 W Main St	Tupelo	MS	38801	662-844-1235		
Fountain Enterprises, LLC	45 Airport Rd	West Point	MS	39773	662-492-5877		
B & W Fitness, LLC	969 Hall St	Wiggins	MS	39577	601-928-1776		
AF Billings #4, LLC	1736 Shiloh Rd	Billings	MT	59106	406-371-7120		

MDS Fitness, Inc.	1509 Main St	Billings	MT	59105	406-839-9060		
MDS Fitness, Inc.	2724 Montana Ave	Billings	MT	59101	406-294-0170		
MDS Fitness, Inc.	605 24th St W	Billings	MT	59102	406-839-2075		
Michael Schmaltz and Marc	520 West Main St	Laurel	MT	59044	406-633-4096		
MDS Fitness, Inc.	117 E Main St	Sidney	MT	59270	406-433-2248		
Rocky Mountain Health & Fitness, Inc.	39 Stevensville Cutoff Rd.	Stevensville	MT	59870	406-777-3345		
Baleo Fitness, Inc.	1863 Hendersonville Rd	Asheville	NC	28803	828-277-7117		
Thomas Johnson	805 Patton Ave	Asheville	NC	28806	828-505-3715		
Parana Fitness, LLC	2819 Midway Rd SE	Bolivia	NC	28422	910-253-8956		
Boone AF, LLC	368 Hwy 105 Ext	Boone	NC	28607	828-386-1100		
James Musselwhite and Owen Harris	1617 Glidewell Dr, Ste 101	Burlington	NC	27215	336-329-9111		
Eric Jones	1207 Kildaire Farm Rd	Cary	NC	27511	919-276-4646		
Baleo Fitness, Inc.	1636 Sardis Rd N, Suite 160	Charlotte	NC	28270	980-800-2347		
Baleo Fitness, Inc.	10211 Prosperity Park Dr	Charlotte	NC	28269	980-219-7552		
Foundation Ventures LLC	10844 Providence Rd, Ste 200	Charlotte	NC	28277	704-321-2463		
Natalie Stringer, Terrance Stringer, and George Fox	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	706-580-5850	Projected to open in Charlotte, NC**	*
Playerun, LLC and Carly Mathison	3609 South Blvd	Charlotte	NC	28209	704-777-1971		
Queen of Kings, LLC and George Fox	1610 Oakhurst Commons Dr	Charlotte	NC	28205	704-969-9121		*
Queen of Kings, LLC and George Fox	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	706-580-5850	Projected to open in Belmont, NC**	*
Queen of Kings, LLC and George Fox	14321 Roe Buck Meadow Lane	Charlotte	NC	28278	706-580-5850	Projected to open in Charlotte, NC**	*
Bandon Fitness (Texas), Inc.	50 Neuse River Pkwy	Clayton	NC	27527	919-243-2895		
Kagen Vergnetti and KayLynn Carrizoza	108 Faldo Ridge	Clayton	NC	27527	919-623-6941	Projected to open in Raleigh, NC**	*
ATF @ Denver, NC, Inc.	165 Cross Center Rd	Denver	NC	28037	704-966-5858		
Baleo Fitness, Inc.	121 Sherron Rd	Durham	NC	27703	919-908-8680		
Naze Fitness Authority, LLC	1517 Glenn School	Durham	NC	27704	919-251-5152		*
Band of Brothers Fitness	951 Strickland						

Group Strickland Bridge,	Bridge Rd	Fayetteville	NC	28304	910-425-2542		
Fitness Tennessee XI, LLC	4251 Ramsey St	Fayetteville	NC	28311	910-745-9081		
VAKO Properties LLC	5605 W Friendly Ave	Greensboro	NC	27410	336-542-0539		
Tarun K Vashishtha	9182 Hydrangea Dr	Harrisburg	NC	28075	704-649-3381	Projected to open in Indian Trail, NC**	
Camosh LLC	4230 Legion Rd	Hope Mills	NC	28348	910-425-2590		
ATF Health & Fitness, Inc.	9856 Gilead Rd, Ste 101	Huntersville	NC	28078	704-948-8988		
Baleo Fitness, Inc.	6270 Bayfield Pkwy	Kannapolis	NC	28027	704-273-1616		
Baleo Fitness, Inc.	112 Wilkesboro Blvd	Lenoir	NC	28645	828-446-1712		*
Eliza Doolittle Enterprises, LLC	7037 Kidwelly Ln	Matthews	NC	28104	980-422-6176	Projected to open in Rock Hill, SC**	*
Symmetry Health and Fitness, Inc.	15040 Idlewild Rd	Matthews	NC	28104	704-989-1354		
South Charlotte Sports, LLC	8124 Blair Rd	Mint Hill	NC	28227	980-226-5155		
Mitan Corporation	837 E Roosevelt Blvd	Monroe	NC	28112	704-766-8400		
AF Mooresville - Brawley LLC	858 A Brawley School Rd	Mooresville	NC	28117	704-235-4959		*
AF Troutman, LLC	311 Stumpy Creek Rd	Mooresville	NC	28117	336-250-5443	Projected to open in Troutman, NC**	
Carolina Medical and Laboratory Management,	311 Stumpy Creek Rd	Mooresville	NC	28117	336-250-5443	Projected to open in Mooresville, NC**	*
Crystal Coast Sports Network, LLC	4913 Bridges St.	Morehead City	NC	28557	252-648-8808		
FItness 360 LLC	2103 Grace Park Dr	Morrisville	NC	27560	919-377-0357		
Jon Martin Gambill, Jerry Bryan Davis II, James Gwyn	844 N Main St	Mount Airy	NC	27030	336-719-6588		
Baleo Fitness, Inc.	1108 D St	North Wilkesboro	NC	28659	336-973-4348		
Baleo Fitness, Inc.	110 Ivey Lane	Pinehurst	NC	28374	910-365-9882		
Corpus Enterprises, LLC and Joseph Corpus	4500 Falls of Neuse Rd	Raleigh	NC	27609	919-533-5722		
Vergnetti Fitness Raleigh LLC	4112 Pleasant Valley Rd, Ste 100	Raleigh	NC	27612	984-777-8881		*
Marc Camosci	122 Prides Crossing	Rolesville	NC	27571	860-638-8588	Projected to open in Rolesville, NC**	
AF Salisbury LLC	319 Faith Rd	Salisbury	NC	28146	704-603-3299		*
Bandon Fitness (Texas),	2563 Hawkins Ave	Sanford	NC	27330	919-776-0211		

Inc.							
Baleo Fitness, Inc.	128 Brucewood Rd	Southern Pines	NC	28387	910-365-9888		
SYMMETRY HEALTH AND FITNESS INC.	5409 Potters Rd	Stallings	NC	28104	704-256-1690		
Camosh LLC	3309 Rogers Rd, Ste 205	Wake Forest	NC	27587	919-435-8544		
Michael Steele and Rachel Hall	1021 Wood Poppy St.	Wake Forest	NC	27587	984-244-3444	Projected to open in Raleigh, NC**	*
South Charlotte Sports, LLC	4412 Hoffmeister Drive	Waxhaw	NC	28173	704-661-3320	Projected to open in Waxhaw, NC**	
South Charlotte Sports, LLC	5941 Weddington Rd, Suite 107	Wesley Chapel	NC	28104	704-821-0885		
Newlife Fitness 5, Inc.	5060 New Centre Dr, Ste 70	Wilmington	NC	28403	910-933-0101		*
Newlife Fitness 5, Inc.	3715 Patriot Way	Wilmington	NC	28412	910-769-3654		*
OCHOSI ENTERPRISES LLC	1130 US-1 N	Youngsville	NC	27596	919-554-4562		
Bandon Fitness (Texas), Inc.	141 Ivy Ave	Bismarck	ND	58504	701-258-6532		
MDS Fitness, Inc.	4600 N 19th St, Ste 501	Bismarck	ND	58503	701-751-0448		
Bandon Fitness (Texas), Inc.	205 6th St NE	Devils Lake	ND	58301	701-662-3411		
MDS Fitness, Inc.	620 19th St W	Dickinson	ND	58601	701-483-9747		
Bandon Fitness (Texas), Inc.	2614 N Broadway, Ste B	Fargo	ND	58102	701-239-1781		
Bandon Fitness (Texas), Inc.	5050 Timber Pkwy S, Suite 116	Fargo	ND	58104	701-566-8507		*
Bandon Fitness (Texas), Inc.	1801 45th St S	Fargo	ND	58103	701-277-5040		
Blue Star Investments, LLC	3750 32nd Ave S	Grand Forks	ND	58201	701-738-0036		
Blue Star Investments, LLC	2400 8th Ave SW, Unit T10	Jamestown	ND	58401	701-252-4142		
Bandon Fitness (Texas), Inc.	408 1st St NW, Ste B	Mandan	ND	58554	701-663-8209		
Bandon Fitness (Texas), Inc.	305 20th Ave. SW.	Minot	ND	58701	701-852-3333		
Bandon Fitness (Texas), Inc.	1100 N Broadway	Minot	ND	58703	701-838-3333		
Sherry McGlaughlin	801 Elm St	Tioga	ND	58852	701-664-3456		
MDS Fitness Inc.	1651 Wheatland Rd			58072	701-591-0192		*

		Wahpeton	ND				
MDS Fitness, Inc.	102 4th Ave SE	Watford City	ND	58854	701-842-4317		
MDS Fitness, Inc.	1542 16th St W, Unit 204	Williston	ND	58801	701-774-1935		
Strongarm Fitness, LLC	2317 N 6th St, #10	Beatrice	NE	68310	402-228-2277		
Pokorny Ventures, Inc.	15605 Bennington Rd	Bennington	NE	68007	402-504-6531		
Nichron, LLC	1844 Washington St	Blair	NE	68008	402-533-8200		
Blue Star Investments, LLC	333 E 23rd St, Ste 100	Columbus	NE	68601	402-564-3488		
AF NE 1, INC.	20231 Manderson St	Elkhorn	NE	68022	402-939-7444		
Paulsen Fitness, LLC	2415 E 23rd Ave S, Ste 400	Fremont	NE	68025	402-727-7919		
Blue Star Investments, LLC	3721 W 13th St, Ste B	Grand Island	NE	68803	308-382-4700		
Sportschool Gretna LLC	11863 S 216th St, Ste 1	Gretna	NE	68028	402-916-9111		
GAB Fitness, Inc.	1211 East South St	Hastings	NE	68901	402-462-5225		
Kimberly Stevenson and Teresa Keslar	6710 Woodland Blvd	Hickman	NE	68372	402-792-8792		
Blue Star Investments, LLC	810 E 56th St, Ste 2	Kearney	NE	68847	308-233-5500		
MELSON FITNESS, LLC	210 Frontier St	Lexington	NE	68850	308-324-3481		
Blue Star Investments, LLC	7301 S 27th St	Lincoln	NE	68512	402-742-7777		*
Blue Star Investments, LLC	4131 Pioneer Woods Dr	Lincoln	NE	68506	402-488-7777		*
Blue Star Investments, LLC	4900 N 26th St	Lincoln	NE	68521	402-438-7777		*
Jesica Anderson and Brad Anderson	17400 N 84th St	Lincoln	NE	68517	612-619-1273	Projected to open in TBD, NE**	
SBLF-NE Ltd	204 Norris St	McCook	NE	69001	308-777-2099		*
Mullares Enterprises, LLC	1556 S 11th St	Nebraska City	NE	68410	402-713-5126		
Sibert Fitness, LLC	2118 Market Ln, Ste 2	Norfolk	NE	68701	402-371-6600		
SBLF-NE Ltd	310 E 5th St	North Platte	NE	69101	308-221-6677		*
Janette Hobbs	307 E Douglas St	O' Neill	NE	68763	402-336-2285		
NPBL Fitness, LLC	235 N. Oakland Ave	Oakland	NE	68045	402-685-4011		

Christopher Huisken, Lori Huisken and Toni Jones	1121 S 180th St	Omaha	NE	68130	402-934-5488		
Ronald Carson	13321 California St, Dodge Plaza, First	Omaha	NE	68154	402-880-0367	Projected to open in Tekamah, NE**	
Sportschool Downtown Omaha LLC	1027 Jones St	Omaha	NE	68102	402-991-2333		
Sportschool NW Omaha LLC	15505 Ruggles St	Omaha	NE	68116	402-505-4466		
Wallace Health & Fitness, Inc.	11336 S 96th St	Papillion	NE	68046	402-504-9555		
815 Fitness, LLC	614 Main St	Pender	NE	68047	402-385-6246		
J & A Fitness II, LLC	2380 W 8th Ave,	Plattsmouth	NE	68048	402-298-4351		
Glenn Ennen and Kim Ennen	690 W 16th St	Schuyler	NE	68661	402-352-0300		
SBLF-NE Ltd	1700 Broadway	Scottsbluff	NE	69361	308-633-1000		
James Reynolds and Denise Reynolds	2601 Cornhusker Dr	South Sioux City	NE	68776	402-241-8943		
Stu Kolosick and Kara Baumert	104 N Main St	West Point	NE	68788	402-372-9910		
Rebecca Capo	262 1st NH Turnpike, Ste. 1	Northwood	NH	03261	603-942-6027		
JSK Fitness, LLC	66 Benning St., Ste. 2	West Lebanon	NH	03784	603-298-6770		
DO IT RIGHT NJ FITNESS INC.	597 Shiloh Pike	Bridgeton	NJ	08302	856-391-5900		
ITL Fitness, LLC	18 Broadway St	Browns Mills	NJ	08015	609-893-1261		
GFF Fitness, Inc.	695 Anderson Ave	Cliffside Park	NJ	07010	201-917-7277		*
Ferlima Fitness LLC	549 Inman Ave	Colonia	NJ	07067	732-882-1111		
GFF Fitness, Inc.	706 Alexander Way	Edgewater	NJ	07020	845-642-5944	Projected to open in TBD, NJ**	*
Steven Kasser	6109 City Pl	Edgewater	NJ	07020	845-721-4362	Projected to open in Park Ridge, NJ**	
A.M. Cleaning Solutions, Inc.	430 Market St, Units 6-8	Elmwood Park	NJ	07407	201-565-3469		
Matthew Pokrywka and Stacey Pokrywka	45 Mitchell Avenue	Franklin	NJ	07416	973-827-8900		
Michael Collazo and Laila Collazo	45 S New York Rd	Galloway	NJ	08205	609-241-1650		
Mellen Fitness, LLC	1125 Maxwell Ln, Apt 433	Hoboken	NJ	07030	862-324-5793	Projected to open in Harrison, NJ**	
Dr. John Nosti and Jennifer Nosti	344 N Main St	Lanoka Harbor	NJ	08734	609-994-0696		
Michael Collazo and Laila							

Collazo	6016 Main St	Mays Landing	NJ	08330	609-625-1999		
SGH Fitness LLC	200 Tuckerton Rd	Medford	NJ	08055	609-388-4143		
Ferlima Fitness LLC	312 Bloomfield Ave	Montclair	NJ	07042	973-866-0246		
Butterfly Ventures, LLC	1004 Tabor Rd	Morris Plains	NJ	07950	973-998-6300		
JW Fitness Limited Liability Company	2809 Rte 88	Point Pleasant	NJ	08742	732-714-0010		
Healthypeak Holdings LLC	1411 Pebble Place	Sayreville	NJ	08859	973-204-3809	Projected to open in Jersey City, NJ**	
Tyrone Sherrod	1350 Galloping Hill Rd	Union	NJ	07083	908-624-7070		
DO IT RIGHT NJ FITNESS INC.	301 S Main Rd, Unit D5	Vineland	NJ	08360	856-839-0065		
DO IT RIGHT NJ FITNESS INC.	1041 Glassboro Rd	Williamstown	NJ	08094	856-885-4662		
Douglas Graham and Deborah Graham	1300 Hamilton Rd	Alamogordo	NM	88310	575-439-8100		
All Viable Assets, LLC	3301 Menaul Blvd NE, Ste 14-15	Albuquerque	NM	87107	505-296-0000		
Exercise Strength, LLC	5809 Juan Tabo NE	Albuquerque	NM	87111	505-934-0524		
Justin Montoya, Isaac Montoya and Devan Dehoff	3824 Shenandoah PL NE	Albuquerque	NM	87111	505-426-4234	Projected to open in TBD, NM**	*
Make It Happen, LLC	2115 Vista Oeste NW, Ste A	Albuquerque	NM	87120	505-839-0008		
Myriad, Inc.	9550 Sage Rd SW, Ste A105	Albuquerque	NM	87121	505-821-9850		
Team Guys, LLC	3824 Shenandoah PL NE	Albuquerque	NM	87111	505-426-4234	Projected to open in Gallup, NM**	
TRB Enterprises LLC	4212 Coal Ave SE	Albuquerque	NM	87108	505-375-2020		
TRB Enterprises LLC	PO Box 52126	Albuquerque	NM	87181	505-220-1525	Projected to open in Albuquerque, NM**	
VisionFit, LLC	5708 McMahon Blvd NW	Albuquerque	NM	87114	505-898-9022		
Team Guys 5, LLC	105 W Aztec Blvd	Aztec	NM	87410	505-334-9595		
Martin Lebrun and Fernando Ibarra	400-2 Cascades Ave	Carlsbad	NM	88220	575-689-1156		
Bandon Fitness (Texas), Inc.	603 Silkey Way	Espanola	NM	87532	505-587-1500		
Team Guys 4, LLC	3150 E Main St, A10	Farmington	NM	87402	505-436-7600		
Martin Lebrun and Fernando Ibarra	3825 North Grimes St	Hobbs	NM	88240	575-616-7600		
Aspenbay, LLC	115 Roadrunner Way, Ste 4	Las Cruces	NM	88011	575-521-1001		

Bandon Fitness (Texas), Inc.	1650 7th St	Las Vegas	NM	87701	505-587-7870		
Nicholas Muller	195 East Rd	Los Alamos	NM	87544	505-551-0551		
T-Fit, LLC	2510 Main St	Los Lunas	NM	87031	505-375-2400		
Highlander New Mexico Investments, LLC	4405 Jager Dr. NE, Ste. B1	Rio Rancho	NM	87144	505-867-3111		
Team Guys, LLC	1300 S Main St	Roswell	NM	88203	575-363-0663		
OSO LLC	2927 Sudderth Dr	Ruidoso	NM	88345	575-502-5438		
Bandon Fitness (Texas), Inc.	720 St. Michael's Dr.	Santa Fe	NM	87505	505-424-0500		
Capital City Fitness Group, LLC	4641 Airport Rd, Ste 9	Santa Fe	NM	87507	505-424-9770		
Nicholas Muller and Mayah McGowan	1793 Calle Arbolitos	Santa Fe	NM	87506	505-795-2674	Projected to open in Taos, NM**	*
Mike Blasquez	2629 N Carson St	Carson City	NV	89706	775-222-0022		
Mike Blasquez and Michelle Blasquez	4530 S Carson St	Carson City	NV	89701	775-885-7771		
Reed Inc.	1500 Great Basin Blvd	Ely	NV	89301	775-289-8855		
Fernley ATF, LLC	1201 Penny Ln, Ste 120-130	Fernley	NV	89408	775-575-9300		
Gardnerville ATF, LLC	1352 Hwy 395, Unit #101-104	Gardnerville	NV	89410	775-783-5130		
ATF ONE, LLC	1510 W Horizon Rdg Pkwy	Henderson	NV	89012	702-202-1371		
Herban Infusion, LLC	2920 Bicentennial	Henderson	NV	89044	702-747-9194		
International Gym Brands, Inc.	855 Seven Hills, Stes 120-150	Henderson	NV	89052	702-586-1500		
Anytime Vegas LLC	6125 S Fort Apache Rd, Ste 212	Las Vegas	NV	89148	702-434-0240		
Bandon Fitness (Texas), Inc.	6520 E. Lake Mead Blvd., Ste.107	Las Vegas	NV	89156	702-438-2407		
Bandon Fitness (Texas), Inc.	5635 E. Charleston Blvd	Las Vegas	NV	89142	702-207-6483		
BHR HOLDINGS COMPANY	7537 S Rainbow Blvd, Ste 109	Las Vegas	NV	89139	702-459-2424		
Health and Fitness USA, LLC	500 E Windmill Ln, Ste 150	Las Vegas	NV	89123	702-800-6779		
SPCH Investments LLC and William Hargraves,	6070 W Craig Rd	Las Vegas	NV	89130	702-820-0770		*
TIP INVESTMENTS, LLC	8332 Sedona Sunset	Las Vegas	NV	89128	702-449-9556	Projected to open in Las	

	Drive					Vegas, NV**	
TRIPOWER HOLDINGS, LLC	8490 West Desert Inn Rd	Las Vegas	NV	89117	702-820-0660		*
ALL4GOOD Inc.	9040 Spearhead Way	Reno	NV	89506	530-570-7446	Projected to open in Red Bluff, CA**	*
ALL4GOOD Inc.	9040 Spearhead Way	Reno	NV	89506	530-570-7446	Projected to open in Paradise, CA**	*
Bandon Fitness (Texas), Inc.	50 W Liberty St, Ste 105	Reno	NV	89501	775-473-4040		
Bandon Fitness (Texas), Inc.	1130 N Hills Blvd	Reno	NV	89506	775-677-2233		
Bandon Fitness (Texas), Inc.	202 Silver Lake Rd	Reno	NV	89508	775-677-2900		
Functional Fitness, LLC	4784 Caughlin Pkwy., Ste. 401	Reno	NV	89519	775-622-8034		
Functional Fitness, LLC	18603 Wedge Pkwy, Stes D-E	Reno	NV	89511	775-852-7007		
Pointer Holdings, LLC	5255 Longley Ln, Stes 120, 125, 130	Reno	NV	89502	775-848-4892		
Spanish Springs ATF, LLC	6370 Mae Anne Ave, Stes 4-5	Reno	NV	89523	775-746-8400		
Fitinvest, LLC	2494 Wingfield Hills Rd, Ste 120	Spanish Springs	NV	89436	775-626-2500		
Bandon Fitness (Texas), Inc.	3170 Vista Blvd, Ste 106	Sparks	NV	89436	775-358-1144		
CrossBones LLC	727 USA Parkway	Sparks	NV	89434	775-414-5200		
Yerington ATF, LLC	243 N Main St	Yerington	NV	89447	775-463-3848		
Karen Reaney and Brian Moore	212 Elks Point Rd	Zephyr Cove	NV	89448	775-580-7266		
Antonio & Antonio LLC	720 N Bedford Rd	Bedford Hills	NY	10507	914-648-0055		
Daniel McAuliffe Ltd.	1247 Upper Front St	Binghamton	NY	13905	607-217-4020		
MBH Canandaigua, LLC	4402 Rte 5-20	Canandaigua	NY	14424	585-396-9777		
Rock Haven Ventures LLC	29 Quaker Rd	Cornwall	NY	12518	845-237-7016		
Antonio & Antonio LLC	1 E Main St	Elmsford	NY	10523	914-719-5466		
Lenhart Fitness, LLC	175 Broad St	Glens Falls	NY	12801	518-636-5111		
Beast Factory LLC	99-101 Clowes Ave	Goshen	NY	10924	845-378-9888		
Tyris Gyms, LLC and Austin Dority	1169 NY-29	Greenwich	NY	12834	802-379-5725		
James Lenhart							

	3736 Burgoyne Ave.	Hudson Falls	NY	12839	518-636-5410		
Antonio DiFroscia and Antonio P. DiFroscia	24 McQueen Street	Katonah	NY	10536	914-574-7881	Projected to open in Yorktown Heights, NY**	
Fadi Abdallah	7165 Buckley Rd	Liverpool	NY	13088	315-715-3311		*
Fit For All, Inc.	515 Sampson Dr	Macedon	NY	14502	315-986-4380		
Desa Fitness of NY LLC	218 S Highland Avenue	Ossining	NY	10562	914-487-8033		
Antonio & Antonio LLC	60 Washington Ave	Pleasantville	NY	10570	914-606-1368		
JEMF Buffalo Industrial LLC	2130 Route 94	Salisbury Mills	NY	12577	347-385-7893	Projected to open in Fredonia, NY**	*
JEMF Buffalo Industrial LLC	2130 Route 94	Salisbury Mills	NY	12577	347-385-7893	Projected to open in Westbury, NY**	*
Arc Springs, LLC	60 West Ave	Saratoga Springs	NY	12866	518-415-5551		*
Matthew Bialuk and Jonathan Gable	4 Tiffany Place	Saratoga Springs	NY	12866	609-709-5074	Projected to open in Manahawkin, NJ**	*
Matthew Bialuk and Jonathan Gable	4 Tiffany Place	Saratoga Springs	NY	12866	609-709-5074	Projected to open in TBD, NY**	*
Michael Gennusa and Todd Douglas	325 Rte 100, Store LL1	Somers	NY	10589	914-301-5969		
Rock Haven Ventures LLC	78 Oak St	Walden	NY	12586	845-713-5133		
Shawn Jamieson	183 Ulster Ave, Apt 1	Walden	NY	12586	845-597-8370	Projected to open in TBD, NJ**	*
Rock Haven Ventures LLC	62 Galloway Rd	Warwick	NY	10990	845-544-7727		
Modfit Corp.	212 W Main St	Amelia	OH	45102	513-947-2345		
Fielding Premium Fitness Inc.	7590 Oak Point Rd	Amherst	OH	44001	440-984-4961		
Avon Fitness LLC	35516 Detroit Rd	Avon	OH	44011	440-934-1961		
Fitness Nation, LLC	6254 Wilmington Pike	Bellbrook	OH	45459	937-709-9113		
L&S Fitness for Life Corp.	210 W Columbus Ave, Suite 1	Bellefontaine	OH	43311	937-595-0303		
The Bellevue Hospital	102 Commerce Park Drive	Bellevue	OH	44811	419-484-5426		
Bandon Fitness (Texas), Inc.	1038 N Main St	Bowling Green	OH	43402	419-315-8510		
Fielding Health & Fitness, LLC	3714 Center Rd	Brunswick	OH	44212	330-220-4446		
Bandon Fitness (Texas), Inc.	1120 S Main St	Bryan	OH	43506	419-513-1012		

Bandon Fitness (Texas), Inc.	199 S Stetzer Rd	Bucyrus	OH	44820	419-689-5298		
David McIntyre	61600 Southgate Rd	Cambridge	OH	43725	740-421-9593		*
J2 Fulton AF, LLC	1208 Greenacre Dr	Cambridge	OH	43725	740-973-1558	Projected to open in Canton, OH**	*
Jane Neal	1208 Greenacre Dr	Cambridge	OH	43725	740-973-1558	Projected to open in Massillon, OH**	*
Bandon Fitness (Texas), Inc.	6442 S Raccoon Road	Canfield	OH	44406	330-360-3517		*
Bandon Fitness (Texas), Inc.	228 E Market St	Celina	OH	45822	567-876-1399		
Chesterland Fitness LLC	8009 Mayfield Rd	Chesterland	OH	44026	440-729-0480		
Chillicothe 24/7 Fitness, LLC	1560 N Brg St	Chillicothe	OH	45601	740-779-0999		*
Bandon Fitness (Texas), Inc.	23585-23591 US 23	Circleville	OH	43113	740-207-5217		
Victorious Fitness G2 Inc.	11517 Clifton Blvd	Cleveland	OH	44102	216-221-1712		
Victorious Fitness Inc.	3318 Warren Rd	Cleveland	OH	44111	216-941-1100		
Bandon Fitness (Texas), Inc.	9950 Johnnycake Rdg Rd, Unit B	Concord Township	OH	44077	440-350-6247		
Bandon Fitness (Texas), Inc.	23635 Airport Rd	Coshocton	OH	43812	740-575-1050		
Love 4 G LLC	9141 N Dixie Dr	Dayton	OH	45414	937-890-9300		
Razor AF Corporation	1710 Columbus Pike, Ste 218	Delaware	OH	43015	740-602-0905		
Hoosier Fitness, Inc.	5239 Avery Oak Drive	Dublin	OH	43016	614-557-0652	Projected to open in Clarksville, IN**	*
Jeffrey O'Mara	1220 N Barron St	Eaton	OH	45320	937-456-0135		*
CNS Fitness LLC	625 Chestnut Cmns Dr	Elyria	OH	44035	440-366-1140		
Bandon Fitness (Texas), Inc.	1987 Tiffin Ave	Findlay	OH	45839	419-425-4269		
Bandon Fitness (Texas), Inc.	1800 E State St	Fremont	OH	43420	419-208-0820		
Bandon Fitness (Texas), Inc.	3050 Turnberry Ct	Grove City	OH	43123	614-957-0750		
Bandon Fitness (Texas), Inc.	10501 New Haven Rd	Harrison	OH	45030	513-367-2400		
Bandon Fitness (Texas), Inc.	534 E Main St	Jackson	OH	45640	740-971-1128		
Bandon Fitness (Texas),	125 W Ohio St			43326	567-876-1344		

Inc.		Kenton	OH				
Fitness Nation, LLC	1525 Genntown Dr	Lebanon	OH	45036	513-228-7771		
Ohio Buckeye AF, LLC	8601 Columbus Pike	Lewis Center	OH	43035	740-201-1055		
A + B Fitness For Life LLC	2119 Elida Rd	Lima	OH	45805	419-221-0030		
Bandon Fitness (Texas), Inc.	224 E Lafayette St	London	OH	43140	740-463-9572		
Modfit Corp.	515 Loveland Madeira Rd.	Loveland	OH	45140	513-583-6683		
Modfit Corp.	5765 S State Route 48	Maineville	OH	45039	513-480-0050		
PGDT, LLC	7247 Wooster Pike, Units 7247, 7249 &	Mariemont	OH	45227	513-340-7269		
Razor AF Corporation	15570 US 36 E	Marysville	OH	43040	937-707-3494		
Paige Fielding	5941 Upland Ridge Dr.	Medina	OH	44256	330-242-7238	Projected to open in Brimfield Township, OH**	*
CKC Fitness, LLC	269 N Main St	Monroe	OH	45050	513-402-7133		
Tripple JB Inc.	3537 Columbia Pkwy	Mount Lookout	OH	45226	513-871-2424		
Bandon Fitness (Texas), Inc.	1417 Coshocton Ave	Mount Vernon	OH	43050	740-602-0864		*
Bandon Fitness (Texas), Inc.	1412 Scott St	Napoleon	OH	43545	419-573-8550		
NEW BOSTON FITNESS, LLC	4645 Gallia St	New Boston	OH	45662	740-876-9160		*
Lance Sizemore	1048 Old US 52	New Richmond	OH	45157	513-843-5550		*
Newbury Fitness LLC	11110 Kinsman Rd	Newbury	OH	44065	216-688-5877		
KSA FITNESS, LLC	2676 Easton St NE, Ste L	North Canton	OH	44721	330-915-3105		
Ridgeville Fitness LLC	35147 Center Rdg Rd	North Ridgeville	OH	44039	440-326-1010		
ANJ, LLC	265 Benedict Ave, Ste 100	Norwalk	OH	44857	419-663-8663		
Bandon Fitness (Texas), Inc.	301 W High St	Orrville	OH	44667	937-450-1170		*
Bandon Fitness (Texas), Inc.	820 N Locust St	Ottawa	OH	45875	419-796-8583		*
Jeff O'Mara	5276 College Corner Pike	Oxford	OH	45056	513-524-3212		
AOE Fitness LLC	1571 Covington Ave, 3B	Piqua	OH	45356	937-606-2494		

James Fain and Brittany Fain	3199 Chablis Ln	Poland	OH	44514	330-353-6673	Projected to open in TBD, OH**	*
Bandon Fitness (Texas), Inc.	1624 E Perry St	Port Clinton	OH	43452	419-967-2255		*
KINDNESS STARTS WITH ME LLC	419 W. Aurora Rd.	Sagamore Hills	OH	44067	330-467-1416		
TNT Fitness Brands, LLC	2016 Michigan St	Sidney	OH	45365	937-710-4326		
KINDNESS STARTS WITH ME LLC	28500 Miles Rd.	Solon	OH	44139	440-248-8463		
Fitness Nation, LLC	728 N Main St	Springboro	OH	45066	937-748-9977		
CKC Fitness, LLC	151 Tuttle Rd	Springfield	OH	45505	937-717-0103		
Marengo AF LLC	50843 Valley Plz. Dr.	St. Clairsville	OH	43950	740-699-2900		
TFIT, LLC	1624 Norton Rd	Stow	OH	44236	330-655-1331		
Fielding Fitness Enterprises LLC	978 W Main St	Tipp City	OH	45371	937-524-8072		
Quinn Management	3105 Kenwood Blvd	Toledo	OH	43606	919-518-4894	Projected to open in Toledo, OH**	*
CKC Fitness LLC	825 W State St	Trenton	OH	45067	513-428-0724		
Fielding Fitness Enterprises LLC	1450 W Main St	Troy	OH	45373	937-339-3030		
UHeights Fitness LLC	2151 S Taylor Rd	University Heights	OH	44118	216-862-3186		
Bandon Fitness (Texas), Inc.	1637 Scioto St	Urbana	OH	43078	937-516-7922		
Bandon Fitness (Texas), Inc.	303 Towne Center Blvd	Van Wert	OH	45891	419-513-1029		*
Sugar Creek Corporation	4721 Liberty Ave	Vermilion	OH	44089	440-963-7170		
Bandon Fitness (Texas), Inc.	205 Defiance St	Wapakoneta	OH	45895	567-876-1384		*
Bandon Fitness (Texas), Inc.	240 Washington Sq	Washington Court House	OH	43160	740-606-9257		*
Quinn Management, LLC	1067 Pray Blvd	Waterville	OH	43566	419-877-7602		*
Bandon Fitness (Texas), Inc.	830 N Shoop Ave	Wauseon	OH	43567	567-806-0201		*
Bandon Fitness (Texas), Inc.	680 N State St	Westerville	OH	43082	614-371-1644		*
Bandon Fitness (Texas),	940 N High St	Worthington	OH	43085	614-597-1244		*

Inc.							
Travis and Marisa Mackenzie	1513 N Rockford Rd	Ardmore	OK	73401	580-223-5252		*
Bandon Fitness (Texas), Inc.	7140 NW 23rd St	Bethany	OK	73008	405-470-4440		
AD ASTRA, LLC	1211 W Grand Ave	Chickasha	OK	73018	405-224-5100		
Fuselier Fitness, LLC	2013 Jaycee Ln	Clinton	OK	73601	580-547-4038		
Arrowhead Fitness OK, LLC	3601 W Main Street	Durant	OK	74701	580-745-9522		
Show Some Love LLC	58 E 15th St, Ste 58-60	Edmond	OK	73013	405-938-1818		
ABP Investments, LLC	1627A Hwy 66	El Reno	OK	73036	405-422-1190		
Diel Wellness LLC	3324 W Owen K Garriot Rd	Enid	OK	73703	580-237-2100		
Engert & Fuselier Investments, LLC	1726 S Division St, Ste D - E	Guthrie	OK	73044	405-293-9200		*
Bandon Fitness (Texas), Inc.	1402-B Main St	Guymon	OK	73942	580-468-7777		
Brent Johnson and Melissa Johnson	303 E Main St	Henryetta	OK	74437	918-956-0888		
Hard Will Fitness, LLC	800 N Hinkley St	Holdenville	OK	74848	405-592-4144		
C & J Fitness Enterprises	1800 E Jackson St	Hugo	OK	74743	580-326-3480		
Lawton Family Fitness LLC	5338 NW Cache Rd	Lawton	OK	73505	580-275-2009		
Rumsey & Fuselier Fitness, LLC	2304 E Gore Blvd, Ste 1	Lawton	OK	73507	580-699-8484		
Spence & Fuselier Fitness, LLC	811 SW 19th St	Moore	OK	73160	405-759-2551		
AD ASTRA LLC	216 N Mustang Mall Ter	Mustang	OK	73064	405-256-6177		
ABP Group, LLC	2209 SW 104th St	Oklahoma City	OK	73159	405-814-6222		
EJJ Fitness LLC	5901 S Sooner Rd	Oklahoma City	OK	73135	405-601-4177		
Garrett Fierro	519 NW 23rd St, Ste 106	Oklahoma City	OK	73103	405-605-6200		
Kamino, LLC	8003 NW 122nd St	Oklahoma City	OK	73142	405-730-6620		
Q FIT LLC	2820 NW 122nd Street	Oklahoma City	OK	73120	405-608-0221		*
JG Fitness LLC	12918 E 86th St N	Owasso	OK	74055	918-376-4999		

Bandon Fitness (Texas), Inc.	2205 N Broadway St	Poteau	OK	74953	918-721-0766		*
777 FITNESS LLC	29 N Mill St	Pryor	OK	74361	918-824-4799		
Shaun Fisher	3802 S 113th West Ave	Sand Springs	OK	74063	918-245-2348		
Ladies Fitness, Inc.	216 S Main St	Sapulpa	OK	74066	918-512-6700		
SHAWNEE FAMILY FITNESS LLC	1601 N Kickapoo Ave, Ste 100	Shawnee	OK	74804	405-273-2673		
Bandon Fitness (Texas), Inc.	2122 Oklahoma Ave	Woodward	OK	73801	580-290-5141		*
Allfit, LLC	2760 Pacific Blvd SE	Albany	OR	97321	541-981-8552		
SLS Enterprises, LLC	1505 Siskiyou Blvd	Ashland	OR	97520	541-708-0136		
Douglas Fitness, Inc.	312 Oak St	Central Point	OR	97502	541-665-5200		*
Triple J Fitness	600 E Columbia River Hwy	Clatskanie	OR	97016	503-728-2777		*
KDL FITNESS, LLC	955 NW Kings Blvd	Corvallis	OR	97330	541-758-9100		
J3R, LLC	1600 E Main St	Cottage Grove	OR	97424	541-649-1830		
Trifit, LLC	740 Main St	Dallas	OR	97338	503-623-1131		
J3R, LLC	65 Division Ave, Suite F	Eugene	OR	97404	541-689-0777		
Powerhouse Gym & Fitness Center, Inc.	897 NE 25th Ave	Hillsboro	OR	97124	503-596-2951		
Critical Mass, LLC	1399 Monmouth St	Independence	OR	97351	503-837-0949		
FamFit4Life, LLC	1831 Avalon St.	Klamath Falls	OR	97603	541-891-4084		
Nathan Fortlage	2212 Island Ave, Ste 400	La Grande	OR	97850	541-663-0300		
AF1 Management, LLC	1171 McVey Ave	Lake Oswego	OR	97034	503-636-1664		
TRIFIT EAST LLC	16487 Bluewood Pl	LaPine	OR	97739	541-536-9779		
JN Fitness, Inc. and Nancy Pance	671 Main St	Lebanon	OR	97355	541-451-2111		
Iron Scheid, Inc.	3564 Lone Pine Rd	Medford	OR	97504	541-973-2700		*
The Commons Anytime, LLC	150 N Bartlett St	Medford	OR	97501	541-779-1446		*
Powerhouse Gym & Fitness Center, Inc.	1112 N Springbrook Rd	Newberg	OR	97132	503-538-3303		
KDL Fitness LLC	1313 Main St.			97370	541-929-9400		

		Philomath	OR				
_Fit. Brand LLC	8502B SW Terwilliger Blvd	Portland	OR	97219	503-382-8833		
Hatley Investments, LLC	915 SW Rimrock Way, Suite 101	Redmond	OR	97756	541-504-2868		
Dove Fitness, Inc.	118 Brown St, Ste C	Silverton	OR	97381	503-873-7033		
Jerry Evans and Jason Evans	2197 Olympic St	Springfield	OR	97477	541-741-6774		
Triple J Fitness	1538-1540 Columbia Blvd	St. Helens	OR	97051	503-397-0027		*
Stayfit, LLC	935 N 1st Ave	Stayton	OR	97383	503-769-5500		
M&N Fitness, LLC	332 Dakota St.	Sutherlin	OR	97479	541-459-4348		
Orion Fitness LLC	26940 SE Stark St	Troutdale	OR	97060	503-676-6604		
Ausmax Fitness, LLC and Olga Singleterry	2247 Country Club Rd	Woodburn	OR	97071	503-982-3645		
TKF Fitness LLC	2288 Brodhead Rd	Aliquippa	PA	15001	724-302-3001		*
BB Fit 2 LLC	156 Finley Rd	Belle Vernon	PA	15012	724-929-2100		
LD Fitness, LLC	850 Golden Dr	Blandon	PA	19510	610-944-5400		
Double A Fitness Ventures, LLC	623 Conchester Highway	Boothwyn	PA	19061	610-243-1777		
Bandon Fitness (Texas), Inc.	1001 E Main St	Bradford	PA	16701	814-366-4049		*
Christopher B Thomas and Jason E Thomas	135 Towne Square Way	Brentwood	PA	15227	412-892-9064		
Silent Owl, LLC	1421 US-209, Ste 126	~~Brodheadsville~~ Brodheadsville	PA	18322	610-951-4225		
Bandon Fitness (Texas), Inc.	224 North Logan Blvd.	Burnham	PA	17009	717-543-3250		
McCool Enterprises, Inc.	1312 Pittsburgh St	Cheswick	PA	15024	724-826-5466		
Bandon Fitness (Texas), Inc.	1800 Daisy St	Clearfield	PA	16830	814-761-0775		*
Walter Sherwood	2859 SR 309, 65 Country Club	Dallas	PA	18612	570-675-1222		*
Walter Sherwood	21 S Waterford Road	Dalton	PA	18414	570-780-8471	Projected to open in Daleville, PA**	
B Fit B You, LLC	603 E Market St	Danville	PA	17821	570-271-0100		
Bandon Fitness (Texas),	881 Hills Plaza Drive, Suite 570	Ebensburg	PA	15931	814-615-5550		*

Inc.							
AF Emmaus, LLC	1031 Chestnut St	Emmaus	PA	18049	610-421-8805		
Christopher Gouldthorpe	2921 W 26th St, Ste B	Erie	PA	16506	814-315-1280		*
Christopher Gouldthorpe	1215 Oakmont Ave	Erie	PA	16505	814-450-7332	Projected to open in Edinboro, PA**	*
4 Under Incorporated	204 Newberry Pkwy	Etters	PA	17319	717-610-3166		*
KMG Fitness, LLC	229 N Pottstown Pike	Exton	PA	19341	484-879-6106		
McCool Enterprises, Inc.	174 Srader Grove Rd	Freeport	PA	16229	724-212-1876	Projected to open in Sarver, PA**	
Titus Murray	5055 William Flynn Hwy	Gibsonia	PA	15044	724-443-3020		
F&M Fitness, LLC	1050 E Philadelphia Ave	Gilbertsville	PA	19525	484-415-7101		
GMT Fitness Enterprises, LLC	1718 William Flynn Hwy	Glenshaw	PA	15116	412-486-4536		
ZJACS, LLC	4 Pine Grove Vlg Dr	Grove City	PA	16127	724-450-0724		
LiveToLift LLC	500 Hawk Rdg Dr, Ste 2	Hamburg	PA	19526	484-660-3790		
Bandon Fitness (Texas), INc.	7495 Huntingdon Plaza	Huntingdon	PA	16652	814-506-1320		*
EWT Enterprises, Inc.	8969 N Lincoln Hwy, Ste A-2	Irwin	PA	15642	724-382-5157		
McCool Enterprises, Inc.	3 Franklin Village Mall	Kittanning	PA	16201	724-954-3322		
KMG Fitness, LLC	1551 S Valley Forge Rd	Lansdale	PA	19446	267-263-2956		
Douglas Brown	500 Lloyd Avenue	Latrobe	PA	15650	412-817-5868	Projected to open in Henderson, NV**	*
DTB Holdings II, Inc.	221 Colony Lane	Latrobe	PA	15650	724-539-3675		
McCool Enterprises, Inc.	453 Hyde Park Plz	Leechburg	PA	15656	724-236-0216		
Troy Longenecker	5479 Pottsville Pike	Leesport	PA	19533	484-671-3598		
Witt & Segulla Inc.	720 Adams Shoppes RT 228	Mars	PA	16046	724-553-5851		
AJB Fitness, Inc.	3961 Washington Rd	McMurray	PA	15317	724-942-0024		
Arira LLC	42 Edris Ln	~~Mechanicsbur g~~ Mechanicsburg	PA	17050	717-516-0462	Projected to open in Harrisburg, PA**	
Witt & Segulla, Inc.	5050 William Penn Hwy	Monroeville	PA	15146	724-387-1001		

TKF Fitness LLC	603 Aberdeen Ct	Moon Township	PA	15108	412-224-0262	Projected to open in Baden, PA**	*
ZJACS, LLC	3443 Wilmington Rd	New Castle	PA	16105	724-654-2470		
Bell Fitness, LLC	1000 Sandy Street, Rear Entrance	Norristown	PA	19401	610-239-9500		
L2 FITNESS, LLC	111 Allegheny Ave	Oakmont	PA	15139	412-423-8282		
Bandon Fitness (Texas), Inc.	1640 Fairmount Ave, Suite 3	Philadelphia	PA	19130	267-519-2554		*
Bell Fitness, LLC	7709 Crittenden St	Philadelphia	PA	19118	610-492-2211		
Benjamin Bell	1570 Egypt Rd, Ste 130	Phoenixville	PA	19460	484-831-5668		
BB Fit, LLC	2350 Noblestown Rd, #6B	Pittsburgh	PA	15205	412-928-3200		*
DTB Holdings II, Inc.	5470 Campbells Run Rd	Pittsburgh	PA	15205	412-747-0101		
Lifecycle Advantage, Inc	34 South 4th Street	Pittsburgh	PA	15219	412-277-2700		
Lifecycle Advantage, Inc.	251 Mt. Nebo Pointe Dr	Pittsburgh	PA	15237	412-635-2407		*
TNT Enterprises, LLC	921 Freeport Rd	Pittsburgh	PA	15238	412-408-3240		
Ella-Fourteen, LLC	534 Pottsville Park Plz, Ste 2	Pottsville	PA	17901	570-622-0300		
Bandon Fitness (Texas), Inc.	203 Hampton Ave	Punxsutawney	PA	15767	814-427-8036		
Axcess Fitness, LLC	3117 Cape Horn Rd	Red Lion	PA	17356	717-246-2420		*
Neil Willauer	234 W Ridge Pike	Royersford	PA	19468	610-831-5250		
Anderson Fitness & Training LLC	950 E Main St, Ste 215	Schuylkill Haven	PA	17972	570-593-8177		
Hawleywood Fit LLC	1068 Alta Vista Way	Seven Valleys	PA	17360	717-819-2784	Projected to open in Mount Joy, PA**	*
Stratford Fitness LLC	664 Shrewsbury Commons Ave	Shrewsbury	PA	17361	717-235-7144		
Bandon Fitness (Texas), Inc.	865 Million Dollar Hwy	St. Marys	PA	15857	814-512-4119		*
Fitstate, LLC	2351 Commercial Blvd	State College	PA	16801	814-826-2631		
KMG Fitness, LLC	3227 Lincoln Hwy E	Thorndale	PA	19372	484-288-8078		
Walter Sherwood	182 Ennis Lane	Towanda	PA	18848	570-445-4675		*
	130 W Main St, Ste						

Fitness of Coventry, LLC	100B	Trappe	PA	19426	484-752-4449		
Walter Sherwood	809 Hunter Hwy	Tunkhannock	PA	18657	570-445-4135		*
Vato Fitness Uniontown LLC	575 Morgantown St., Room 26	Uniontown	PA	15401	724-434-2899		
Titus Murray	5021 Adair Avenue	Valencia	PA	16059	724-903-0348		
Villanova Dumbbells LLC	789 E Lancaster Ave	Villanova	PA	19085	610-520-3488		
Bandon Fitness (Texas), Inc.	74 Market St	Warren	PA	16365	814-406-5710		*
BB Fit, LLC	46 Old Mill Blvd	Washington	PA	15301	724-222-3100		*
AKT Fitness, LLC	55 Sugar Run Rd	Waynesburg	PA	15370	724-802-7980		
C & S Fitness, LLC	1502 W Chester Pike	West Chester	PA	19382	610-692-6400		
Exemplar Corp	1100 W Wyomissing Blvd	West Lawn	PA	19609	484-987-2624		
R & A Tech, LLC	9795 Perry Hwy	Wexford	PA	15090	724-759-2400		
Witt & Segulla, Inc.	1985 Lincoln Way	White Oak	PA	15131	412-896-9106		
Lake's Legacy, Inc.	801 Male Rd, Ste 823B	Wind Gap	PA	18091	610-881-4147		
Walter Sherwood	1018 Wyoming Ave.	Wyoming	PA	18644	570-338-2839		*
Fitness Associates of York, LLC	930 S Richland Ave	York	PA	17403	717-850-9889		*
Zanzi Corp	180-188 County Rd, Ste B	Barrington	RI	02806	401-477-9331		
Alexandra Ros, Lance Vachon,and Jordan Miller	576 Metacom Ave	Bristol	RI	02809	401-424-1525		*
TGG Fitness, Inc.	1452 Broncos Hwy	Burrillville	RI	02830	401-371-2877		
The Marshall Group, LLC	1577 Atwood Ave	Johnston	RI	02919	401-383-8889		
Molly Mae, LLC	288 E Main Rd	Middletown	RI	02842	401-619-4250		
Rock Haven Ventures, LLC	91 Pt Judith Rd	Narragansett	RI	02882	401-284-0313		
Newport Fitness, LLC	199 Connell Highway	Newport	RI	02840	401-846-1713		
RHV Kingstown, LLC	1051 Ten Rod Rd	North Kingstown	RI	02852	401-386-9001		
MACC Fitness, LLC	577 Greenwich Ave	Warwick	RI	02886	401-737-4949		
Carolina Fitness Clubs,	715 University Vlg			29016	803-786-2988		

Inc.	Dr	Blythewood	SC				
Phoenix Fitness, LLC	3621 Boiling Springs Rd.	Boiling Springs	SC	29316	864-599-6868		
Chapin Fitness, LLC	1237 Chapin Rd, Suite C	Chapin	SC	29036	803-941-7397		
Eliza Doolittle Enterprises, LLC	134 South Main Street	Clover	SC	29710	803-630-8807		*
Baleo Fitness, Inc.	2808 Devine St	Columbia	SC	29205	803-546-8578		
Micean, LLC	2726 N Lake Dr	Columbia	SC	29212	803-407-8866		
Baleo Fitness, Inc.	2153 E Main St, Ste. A-1	Duncan	SC	29334	864-336-2565		
Goss Fitness LLC	1011 S Pendleton St	Easley	SC	29642	864-307-9924		
Jeremy Buettner and Jordan Ouellette	6191 Cloverdale Dr.	Fort Mill	SC	29708	980-269-5604	Projected to open in Huntersville, NC**	*
S & J Fitness, LLC	1474 Hwy 160 E	Fort Mill	SC	29715	803-548-5887		
SYMMETRY HEALTH AND FITNESS INC.	855 Gold Hill Rd, Ste 103	Fort Mill	SC	29708	803-802-9091		
Peyton Fitness #3, LLC	907 N Fraser St	Georgetown	SC	29440	843-527-0005		
Double Tap Ready, LLC	431 St. James Ave	Goose Creek	SC	29445	843-793-3646		
Goss Fitness, LLC	100 E Washington St	Greenville	SC	29601	864-242-9222		
Casey's Gym Inc.	955 W. Wade Hampton Blvd., #1A	Greer	SC	29650	864-879-7972		
DP Fitness SC #1 Inc.	5090 Ridgeline Ln	Indian Land	SC	29707	803-548-9911		
Jason Gast and Alexandria Gast	24 Marsh Island Lane	Isle of Palms	SC	20451	515-238-8469	Projected to open in Summerville, SC**	*
TLB Group, LLC	3293 Maybank Hwy	Johns Island	SC	29455	843-559-1000		
Todd Williams and Erica Andres	125 Evergreen Rd	Lake Wylie	SC	29710	803-831-1234		
David J. Pohorence	1133 SC 9 Bypass W	Lancaster	SC	29720	803-313-2447		
Lester Fitness Club - Red Bank, LLC	1787 S Lake Dr, Stes E,F, G	Lexington	SC	29073	803-520-4452		
Jonathan Rogers and Daniel Rogers	107 Bingo Boulevard	Longs	SC	29568	843-741-0012		
Peyton Fitness #4, LLC	5 W Rigby St	Manning	SC	29102	803-435-6999		*
Conduit LLC	2033 Santa Maria Street	Myrtle Beach	SC	29579	513-301-6292	Projected to open in Murrells Inlet, SC**	

PJ3 Inc	3471 Belle Terre Blvd, Unit A3-A6	Myrtle Beach	SC	29579	843-282-7900		
South Carolina Fitness, LLC	3856 S Kings Hwy	Myrtle Beach	SC	29577	843-238-3488		
Newberry Fitness, LLC	1224 Wilson Rd	Newberry	SC	29108	803-276-0211		
Patrick James Flynn	1461 Harrelson Ave	North Myrtle Beach	SC	29582	843-458-2643	Projected to open in Myrtle Beach, SC**	
Peyton Fitness #6 LLC	113 Willbrook Blvd, Unit A	Pawleys Island	SC	29585	843-314-0260		
Baleo Fitness, Inc.	163 Hadden Hts Rd	Spartanburg	SC	29301	864-699-9332		
Tiger Country Fitness LLP	1045 Fernwood Glendale Rd	Spartanburg	SC	29307	864-699-9950		
Peyton Fitness #5 LLC	1241 Robert Dinkins	Sumter	SC	29150	803-236-7628	Projected to open in Andrews, SC**	*
Peyton Fitness, LLC	1121 Broad St	Sumter	SC	29150	803-469-0999		
Baleo Fitness, Inc.	28 S Main St	Travelers Rest	SC	29690	864-610-0986		
Jonathan Rogers and Daniel Rogers	916 E Liberty St	York	SC	29745	803-684-0181		
Bandon Fitness (Texas), Inc.	321 S Main Street	Aberdeen	SD	57401	605-262-5010		
DKJ Fitness, LLC	908 E Redwood Blvd	Brandon	SD	57005	605-582-4104		
Bandon Fitness (Texas), Inc.	720 22nd Ave S	Brookings	SD	57006	605-692-2200		
VD Fit, LLC	111 N Main St	Canton	SD	57013	605-836-9530		
DKJ Fitness, LLC	2350 Dakota Ave S	Huron	SD	57350	605-554-1555		
H&H Fitness Group, LLC	105 South Egan Ave	Madison	SD	57042	605-427-0856		
EKH Enterprises, LLC	1620 S Burr St	Mitchell	SD	57301	605-292-0833		
MDS Fitness, Inc.	740 E Sioux Ave, Ste 114	Pierre	SD	57501	605-224-4011		
Bandon Fitness (Texas), Inc.	772 Mountain View Rd	Rapid City	SD	57702	605-791-1775		
Jennifer Burns and Troy Burns	1624 E St. Patrick St, Ste. 106	Rapid City	SD	57703	605-791-3242		
HJB Properties L.L.C.	519 1/2 N Main St	Redfield	SD	57469	605-302-0130		
Blue Star Investments, LLC	2320 S. Marion Rd, Ste. 100	Sioux Falls	SD	57106	605-275-5556		
Blue Star Investments, LLC	4720 E 41st St	Sioux Falls	SD	57110	605-274-7000		*

Blue Star Investments, LLC	1407 N Marion Rd	Sioux Falls	SD	57107	605-271-4175		*
Blue Star Investments, LLC	6010 S Minnesota Ave	Sioux Falls	SD	57108	605-271-7801		
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	337-305-0949	Projected to open in Tampa, FL**	*
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	337-305-0949	Projected to open in Sanford, FL**	
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	337-305-0949	Projected to open in Lincoln, NE**	*
Blue Star Investments, LLC	5027 S Bur Oak Place	Sioux Falls	SD	57108	337-305-0949	Projected to open in Gillette, WY**	*
Bandon Fitness (Texas), Inc.	2735 1st Ave	Spearfish	SD	57783	605-559-1234		
Salus, LLC	838 E. Cherry St.	Vermillion	SD	57069	605-624-9250		
ENG FITNESS LLC	501 1st Ave NE	Watertown	SD	57201	605-878-2112		
Salus, LLC	2509 Fox Run Pkwy	Yankton	SD	57078	605-260-0360		
Adam Ray Mayfield	116 E Jackson St	Bolivar	TN	38008	731-518-9110		
Fitness Tennessee II, LLC	201 Dover Rd.	Clarksville	TN	37042	931-647-0067		
Fitness Tennessee IV, LLC	1820 Tiny Town Rd., Ste C	Clarksville	TN	37042	931-919-4990		
Fitness Tennessee VIII LLC	2690 Madison St, Ste 160	Clarksville	TN	37043	931-820-1051		
Madison Fitness, LLC	998 Willow Cir	Clarksville	TN	37043	480-577-3446	Projected to open in Madison, TN**	*
Madison Fitness, LLC	998 Willow Cir	Clarksville	TN	37043	480-577-3446	Projected to open in Clarksville, TN**	*
Performance Trinity Life, LLC	20 25th St NW	Cleveland	TN	37311	423-464-4434		*
Clinton Fitness LLC	1115 N Charles G Seivers Blvd	Clinton	TN	37716	865-463-4455		*
ChattAF LLC	5945 Elementary Way, Ste 119	Collegedale	TN	37363	423-910-2229		*
HC Fitness, LLC	2490 Parr Ave	Dyersburg	TN	38024	731-285-6616		
KP Fitness LLC	7048 City Ctr Way	Fairview	TN	37062	615-799-0200		
Bandon Fitness (Texas), Inc	4115 Mallory Ln	Franklin	TN	37067	615-791-9666		
Bandon Fitness (Texas), Inc.	400 Downs Blvd	Franklin	TN	37064	615-721-2949		
The Galvanization of Gallatin, LLC	1545 Nashville Pike	Gallatin	TN	37066	615-461-7429		

Fuselier Fitness, LLC	5583 Bobby Hicks Rd, Ste 105	Gray	TN	37615	423-207-0081		
JBAC Fitness, Inc.	1225 S. Roane St.	Harriman	TN	37748	865-590-7429		*
LaCour, Inc.	133 University Pkwy, Ste 103	Jackson	TN	38305	731-300-4400		
Bandon Fitness (Texas), Inc.	4210 Main St	Jasper	TN	37347	423-939-1300		
LAUGHLIN, LLC	111 Jack White Dr	Kingsport	TN	37660	423-398-5103		
Trinity Fitness, LLC	7808 Montvue Center Way	Knoxville	TN	37919	865-342-7777		*
Trinity Fitness, LLC	419 Laurel Ridge Lane	Knoxville	TN	37922	865-773-9328	Projected to open in Maryville, TN**	*
Trinity Valley LLC	10926 Spring Bluff Way	Knoxville	TN	37932	865-299-6385		
FitnessTN, LLC and Estella Nelson	12572 Kingston Pike	Knoxville (Farragut)	TN	37934	865-671-1112		
Fitness Tennessee VII LLC	200 Maddox-Simpson Pkwy	Lebanon	TN	37090	615-547-4736		
Bandon Fitness (Texas), Inc.	712 N Ellington Pkwy	Lewisburg	TN	37091	931-492-9556		
DREAMFIT INC	591 W Church St	Lexington	TN	38351	731-249-5854		
JBAC Fitness, Inc.	1987 Hwy 72	Loudon	TN	37774	865-657-5132		
JBAC Fitness, Inc.	3614 Hwy 411	Madisonville	TN	37354	423-545-8501		
LaCour, Inc.	13081 S. 1st St.	Milan	TN	38358	731-613-2600		
Fitness Tennessee IX, LLC	645 South Mt. Juliet Rd	Mt. Juliet	TN	37122	615-754-0157		
TRAINER HOLDINGS LLC	2395 New Salem Hwy, Suite A	Murfreesboro	TN	37128	615-893-9464		
Apex Global Ventures, LLC	5513 Edmondson Pike	Nashville	TN	37211	615-410-2520		
Fitness Tennessee V, LLC	2310 Lebanon Pike	Nashville	TN	37214	6158869788		
Jeffrey Harper and Maria Bedolla	212 Payson Ct	Nashville	TN	37211	205-919-1992	Projected to open in Hendersonville, TN**	*
Nate Cave, LLC	2701 Gallatin Pike Rd.	Nashville	TN	37216	615-649-8677		
Kris Raper	1989 Winfield Dunn Pkwy, Ste 2-4	Sevierville	TN	37876	865-365-1500		
Fitness Tennessee, LLC	1932 Almaville Rd, Ste 135	Smyrna	TN	37167	615-534-2449		
Fitness Tennessee III, LLC	3525 Kedron Rd	Spring Hill	TN	37174	931-489-0003		
Jeffrey O'Mara	787 New Hwy 68	Sweetwater	TN	37874	423-271-6118		

Duncan Family Fitness, LLC	4102 Buffalo Gap Rd, B	Abilene	TX	79605	325-232-8694		*
Duncan Family Fitness, LLC	1117 E N 10th St	Abilene	TX	79601	325-437-2299		*
Metal Health LLC	3130 Hwy 35 S	Alvin	TX	77511	281-585-3600		
Bandon Fitness (Texas), Inc.	3600 S Osage St	Amarillo	TX	79118	806-372-2000		
Bandon Fitness (Texas), Inc.	5747 W Amarillo Blvd	Amarillo	TX	79106	806-513-2200		
Cancoo LLC	4514 First United Bank Pkwy, Ste 200	Amarillo	TX	79119	806-367-9842		
Denton Banister and Benjamin Padgett	5610 Georgia St	Amarillo	TX	79110	806-410-1140		
Fish Gill Fitness LLC	18500 W I-40, Ste 2	Amarillo	TX	79124	806-542-3500		
Sanketkumar Desai and Vrunda Desai	804-904 S Central Expy	Anna	TX	75409	972-924-3100		
Kern AF Solutions, LLC	1801 Antonio St	Anthony	TX	79821	915-277-1448		*
Bandon Fitness (Texas), Inc.	2701 W Park Row Dr	Arlington	TX	76013	817-795-1626		
Hung Dang	4101 W. Green Oaks Blvd., Suite 329	Arlington	TX	76016	817-672-5040		
Hung Dang	7708 Buccaneer Circle	Arlington	TX	76016	817-881-1511	Projected to open in Arlington, TX**	
Straight Outta Breath, Inc.	18321 West Lake Houston Parkway,	Atascocita	TX	77346	346-616-0597		
D R Profit Ventures, LLC	201 S Palestine	Athens	TX	75751	903-264-2007		
Bandon Fitness (Texas), Inc.	108 N Loop 59	Atlanta	TX	75551	903-796-5438		
Hills AF LLC and Julie Hill	26735 US State Hwy 380 E, Ste 116	Aubrey	TX	76227	972-346-9955		
Cummings Family Holdings, LLC	18217 Hewetson Cove	Austin	TX	78738	512-774-7775	Projected to open in Spicewood, TX**	
G & M Fitness, Inc.	7300 FM 2222, Ste 208	Austin	TX	78730	512-372-4000		
Jacob Medina and Brett Hansen	3407 Guadalupe St, Ste A	Austin	TX	78705	512-538-0404		
L&L Maq Holdings, LLC	8516 Anderson Mill Rd	Austin	TX	78729	512-258-9900		
Sargent Fitness Operations, LLC	2525 W Anderson Ln, Bldg 3 Ste 100	Austin	TX	78757	512-371-9211		
SOUTH AUSTIN AF, LLC	11720 FM 1826	Austin	TX	78737	512-288-0990		
West Austin Training LLC	6911 N FM-620, Ste B-100	Austin	TX	78732	512-992-2524		

2J Fitness, LLC	252 Park Pl	Azle	TX	76020	817-406-4776		*
Bradley Dower, Brian Doyle, Cameron Lopez, and	3540 State Highway 16 S	Bandera	TX	78003	830-460-3522		
Bandon Fitness (Texas), Inc.	122 Hasler Shores Dr	Bastrop	TX	78602	512-321-1005		
TyLaFitness, LLC	4310 7th St	Bay City	TX	77414	979-244-2348		*
B Fit Anytime LLC	1320 E Houston	Beeville	TX	78102	361-362-2000		
Big Spring Anytime, LLC	2602 S Gregg St	Big Spring	TX	79720	432-264-7222		
Boerne Fitness LLC	1018 River Rd	Boerne	TX	78006	830-428-1598		
Fair Oaks Fitness, LLC	9091 Fair Oaks Pkwy	Boerne	TX	78015	210-687-1200		
Thomasina Hill	1909 N Hwy 121	Bonham	TX	75418	903-486-6979		
Bandon Fitness (Texas), Inc.	1315 W. Wilson St.	Borger	TX	79007	806-275-9019		
Brent Johnson and Melissa Johnson	1510 Hwy 59 N	Bowie	TX	76230	940-240-2477		
Courageous Investments, LLC and Tatyana Carr	2660 Hwy 36 S	Brenham	TX	77833	979-661-8348		*
SETX Fitness II, LLC	1145 Texas Ave	Bridge City	TX	77611	409-735-2222		
Tiran Lopez	5430 FM 359 S Rd, #500	Brookshire	TX	77423	281-533-4127		
Raul Bencomo	2451 Pablo Kisel Blvd	Brownsville	TX	78526	956-431-0808		*
Gatesville Anytime, LLC	1101 Clements	Brownwood	TX	76801	325-646-1909		
Bandon Fitness (Texas), Inc.	1671 Main St, Ste H	Buda	TX	78610	512-295-3488		
Tammy Giglio and Shane Giglio	151 Hwy 69 N	Bullard	TX	75757	903-894-8178		
Forty-Six Fitness LLC	18670 Hwy 46 Pkwy,	Bulverde	TX	78163	830-438-8971		
P2P Investments, LLC	860 E Renfro St	Burleson	TX	76028	817-426-4624		
D R Profit Ventures, LLC	400 E Hwy 243, Ste 25	Canton	TX	75103	903-567-1113		
Bandon Fitness (Texas), Inc.	909 23rd St	Canyon	TX	79015	806-656-0222		
Bandon Fitness (Texas), Inc.	1175 FM-2673, Ste 8	Canyon Lake	TX	78133	830-964-4424		
24-7 Family Fitness, LLC and Brent Johnson	3709 Old Denton Rd	Carrollton	TX	75007	866-220-1139		
	2741 East Belt Line						

Slam Dunk Beltline LLC	Rd	Carrollton	TX	75006	972-947-8998		
Avalon Investments, LLC	623 Panola St	Carthage	TX	75633	903-283-1710		
JD Fitness, LLC	8055 W Ave	Castle Hills	TX	78213	210-366-9001		*
Douglas Bland	150 Double Gate Rd	Castroville	TX	78009	830-745-5565	Projected to open in Castroville, TX**	
2J Fitness, LLC	116 W Belt Line Rd	Cedar Hill	TX	75104	972-637-7300		
Get Fit LLC	2301 S Lakeline Blvd	Cedar Park	TX	78613	737-212-0528		
RamFam Fitness LLC	12101 W. Parmer Ln.	Cedar Park	TX	78613	512-436-9645		
Tom Robertson	636 Hwy 31 E, Ste A	Chandler	TX	75758	903-849-3700		
Bandon Fitness (Texas), Inc.	1570 S Washington Ave	Cleveland	TX	77327	832-966-0366		
MJWREN GROUP LLC	4421 SH6	College Station	TX	77845	979-690-8463		
PBG College Station LLC	404 University Drive East	College Station	TX	77840	979-977-1515		*
Chad and Tamra Bullard	8300 Precinct Line Rd, Ste 118	Colleyville	TX	76034	817-581-2600		
Hulett Investments, LLC	2212 Live Oak St, Ste B	Commerce	TX	75428	903-886-8811		
DesAutels Holdings, LLC	850 S Loop 336	Conroe	TX	77304	936-900-7079		
Get Fit LLC	3010 E Hwy 190	Copperas Cove	TX	76522	254-577-5192		
Persilver Fitness Centers, LLC	200 N 15th St, Ste 1	Corsicana	TX	75110	903-874-2800		
Brian Walker, Michael Nesmith and Gregory Pelt	1023 E Loop 304	Crockett	TX	75835	936-243-4500		
Bandon Fitness (Texas), Inc.	15110 FM 2100	Crosby	TX	77532	281-915-9850		
CROWLEY FITNESS LLC	412 FM-1187	Crowley	TX	76036	817-297-4113		
Jon Hawley	15210 Spg. Cypress Rd, Ste F	Cypress	TX	77429	281-213-2830		
SHAMROCK HEALTH, LLC	10750 Barker Cypress Rd	Cypress	TX	77433	281-892-1525		*
Bandon Fitness (Texas), Inc.	750 N Saint Paul St, Ste 250 #59843	Dallas	TX	75201	858-568-3110	Projected to open in Olean, NY**	*
Bandon Fitness (Texas), Inc.	750 N Saint Paul St, Ste 250 #59843	Dallas	TX	75201	858-568-3110	Projected to open in Hereford, TX**	*
Otero Fitness LLC	18216 Preston Rd	Dallas	TX	75252	972-867-2635		

Renee Reed and Jacqui Bliss	611 N Bishop Ave, Ste 100	Dallas	TX	75208	214-948-6161		
Bandon Fitness (Texas), Inc.	1401 US-287, Ste 200	Decatur	TX	76234	940-626-2296		
JT & SH Enterprises, LLC	3515 W FM 120, Ste 126	Denison	TX	75020	903-464-2235		
MX2 Fitness, LLC	5050 S Teasley Ln, Ste 104	Denton	TX	76210	940-514-1121		
Dripping Springs Fitness, LLC	400 Highway 290 W	Dripping Springs	TX	78620	512-858-7171		
Bandon Fitness (Texas), Inc.	817 E 1st St	Dumas	TX	79029	806-717-2220		
Raul Bencomo	3832 S McColl	Edinburg	TX	78539	956-800-4949		
A.R. Benco, LLC	3041 N. Zaragoza Rd.	El Paso	TX	79938	915-855-0900		
ATF George Dieter LLC	1900 Amy Sue Dr	El Paso	TX	79936	915-500-9940		
Kern AF Solutions, LLC	1861 Joe Battle Blvd, Ste 9	El Paso	TX	79936	915-600-2818		*
Kern AF Solutions, LLC	7456 Cimarron Market, Ste A	El Paso	TX	79911	915-247-3800		*
Kern AF Solutions, LLC	101 Vlg Ct	El Paso	TX	79922	915-257-4900		*
Kern AF Solutions, LLC	10641 Kenworthy St	El Paso	TX	79924	915-236-1912		*
Kern AF Solutions, LLC	9120 Viscount Blvd	El Paso	TX	79925	915-257-5973		*
Kern AF Solutions, LLC	501 N Zaragoza Rd	El Paso	TX	79907	800-575-3478		*
Kern AF Solutions, LLC	3800 N Mesa	El Paso	TX	79912	915-257-5990		
Kern AF Solutions, LLC	10910 Montana	El Paso	TX	79936	915-257-4070		
Kern AF Solutions, LLC	1025 Texas Ave.	El Paso	TX	79901	915-249-7843	Projected to open in Las Cruces, NM**	
Kern AF Solutions, LLC	1025 Texas Ave.	El Paso	TX	79901	915-249-7843	Projected to open in Horizon City, TX**	*
Raul Bencomo	12625 Tierra Pera	El Paso	TX	79938	915-256-2167	Projected to open in El Paso, TX**	*
Dues Paid LLC	910 W 11th St, Ste 200	Elgin	TX	78621	512-285-2226		
Kristopher Chitty	909 E Lennon Dr	Emory	TX	75440	903-473-1277		
Randall Fitness Centers (a General Partnership)	200 W Ennis Ave	Ennis	TX	75119	972-875-8400		*
K&B Schoby Holdings	13150 Senlac Dr,	Farmers					

Company	Ste 150	Branch	TX	75234	972-884-4664		
Avalon Investments, LLC	20071 Hwy 155 S	Flint	TX	75762	903-833-4394		
Bandon Fitness (Texas), Inc	17968 FM 2493	Flint	TX	75762	903-954-2451		
Outcome Enterprises, LLC	534 10th St.	Floresville	TX	78114	830-393-0200		
Bandon Fitness (Texas), Inc.	1012 Hwy 80	Forney	TX	75126	972-552-1038		
Yoder Fitness, LLC	1714 8th Ave	Fort Worth	TX	76110	817-207-0900		
The Athlete Incorporated	1420 E Main St, Ste 800	~~Fredericksburg~~ Fredericksburg	TX	78624	830-992-3713		
R 4 C Fitness Centers, Inc.	810 S Friendswood Dr	Friendswood	TX	77546	281-648-3100		
Aspera, LLC	9600 Gaylord Pkwy, #2220	Frisco	TX	75035	903-738-2276	Projected to open in Lampasas, TX**	
Mohan Dyapa	11463 Ashley Lane	Frisco	TX	75035	201-532-8758	Projected to open in Frisco, TX**	
Quality Fitness, LLC	8745 Gary Burns Dr, Ste 110	Frisco	TX	75034	214-872-2272		
LD Hibbard Jr. and Julie Hibbard	905 E Hwy 82, Ste 105	Gainesville	TX	76240	940-665-6500		*
Galveston Anytime, LLC	5938 Broadway St	Galveston	TX	77551	409-443-5544		*
Find Joy LLC	7602 N Jupiter Rd, Ste 109	Garland	TX	75044	469-409-0900		*
Quality Fitness, LLC	2380 Firewheel Pky	Garland	TX	75040	972-495-6565		
Engert & Fuselier Investments, LLC	1409 E Main St	Gatesville	TX	76528	254-203-9178		
Georgetown Anytime, LLC	105 Wildwood Dr.	Georgetown	TX	78633	512-863-9990		
Lonnie Larson	100 Venus Lane	Georgetown	TX	78633	512-750-7837	Projected to open in Pflugerville, TX**	*
Nathan Bunker	125 Auburn Cv	Georgetown	TX	78628	903-520-1557	Projected to open in Liberty Hill, TX**	
Bandon Fitness (Texas), Inc.	2400 E Austin St, Ste 168	Giddings	TX	78942	979-542-1641		
GILMER FAMILY FITNESS, LLC	1924 US-271 N	Gilmer	TX	75644	903-680-2595		
Mark Collins	603 W Upshur	Gladewater	TX	75647	903-844-0408		
Bandon Fitness (Texas), Inc.	1104 Hwy 16 S	Graham	TX	76450	940-549-3800		

JLS Ent. PA	4305 US 377	Granbury	TX	76049	817-579-6450		
Buckmaster Fitness LLC	2360 W Camp Wisdom, Ste 190	Grand Prairie	TX	75052	469-340-4367		
2J Fitness, LLC	2350 Hall Johnson Rd, Ste 155	Grapevine	TX	76051	817-442-0228		
B&E Fitness LLC	4800 Joe Ramsey Blvd E	Greenville	TX	75401	903-455-5500		
David Dillard	333 Windjammer Rd	Gun Barrel City	TX	75156	817-692-5950	Projected to open in TBD, TX**	
Gunbarrel Fitness, LLC	1016 W Main St	Gun Barrel City	TX	75156	903-887-2001		*
Deters Investments LLC	702 W Main St, Ste C	Hallsville	TX	75650	903-668-3100		
Fuselier Fitness, LLC	5000 Western Center Blvd	Haltom City	TX	76137	817-428-8400		
Get Fit LLC	560 E Central Texas Expy, Ste. 103-107	Harker Heights	TX	76548	254-589-6039		
Bandon Fitness (Texas), Inc.	181 Avondale Haslet Rd	Haslet	TX	76052	682-382-3003		*
Bandon Fitness (Texas), Inc.	203 Laurence Dr	Heath	TX	75032	972-202-6594		*
Bandon Fitness (Texas), Inc.	103 St. Paul St, Ste 200	Henderson	TX	75652	903-392-2065		
Engert & Fuselier Investments, LLC	704 N Hewitt Dr	Hewitt	TX	76643	254-300-5238		
Hillsboro Fitness, LLC	303 Coke St., Ste. 100	Hillsboro	TX	76645	254-582-2929		
Tonmar Enterprises, LLC	2509 19th St	Hondo	TX	78861	830-423-5500		*
Kern AF Solutions, LLC	13034 Eastlake Blvd	Horizon City	TX	79928	915-257-5959		*
Matthew Soileau	1102 Yale St	Houston	TX	77008	713-869-3222		
Oakwood Fitness, LLC	2416 Bay Area Blvd	Houston	TX	77058	281-990-0850		
Bandon Fitness (Texas), Inc.	200 S Oakridge Dr, Ste 109	Hudson Oaks	TX	76087	817-594-3432		
Bandon Fitness (Texas), Inc.	11511 FM-1960	Huffman	TX	77336	281-324-3900		
Bandon Fitness (Texas), Inc.	2414 Sam Houston Ave	Huntsville	TX	77340	936-337-7400		
DDW Integration, LLC	3401 W Airport Frwy, Ste 216	Irving	TX	75062	972-232-7755		
PBG Irving LLC	6941 Riverside Dr, Ste 120	Irving	TX	75039	972-957-3666		*

Bandon Fitness (Texas), Inc.	319 E Tena St	Jacksonville	TX	75766	903-339-3120		
Young Family Fitness, LLC	305 Limestone Ter	Jarrell	TX	76537	512-746-6776		
Joshua Fitness, LLC	617 N Broadway St	Joshua	TX	76058	817-426-8116		
JB&B Stewart Holdings, LLC and Mary Stewart	217 Hwy 156 N	Justin	TX	76247	940-648-1099		*
Espinal Fitness, LLC	20045 Katy Fwy	Katy	TX	77450	832-802-7999		
SARTIR INVEST LLC	1251 Pin Oak Rd, Ste 113	Katy	TX	77494	832-437-1513		
Bandon Fitness (Texas), Inc.	11 Oak Crk Dr, Ste C	Kaufman	TX	75142	972-932-2219		
AFK Fitness, LLC	9500 Ray White Rd, Ste 125	Keller	TX	76244	817-741-2700		
Chad and Tamra Bullard	761 Keller Pkwy	Keller	TX	76248	817-718-7676		
Lil Guy Enterprises, llc	131 Business Park Dr	Kenedy	TX	78119	830-583-3500		
Kerrville AF, LLC	849 Junction Hwy	Kerrville	TX	78028	830-315-2200		
Waller Entertainment, LLC	2802 W Stan Schlueter Loop, Ste	Killeen	TX	76549	254-213-3422		
LD Hibbard, Jr. and Julie Hibbard	802 E. McCart St.	Krum	TX	76249	940-482-2900		
Bandon Fitness (Texas), Inc.	21195 Hwy 35, Ste 101	Kyle	TX	78640	512-268-2247		
Outcome Enterprises, LLC	1414 W Fairmont Parkway	La Porte	TX	77571	281-930-9949		
Jonathan Hunter Spence and Jesse Fuselier	20900 FM 1431	Lago Vista	TX	78645	512-980-0510		
Shedrick Cole	1450 W Pleasant Run Rd, #222	Lancaster	TX	75146	972-218-8600		
2J Fitness, LLC	7160 Justin Rd, Ste 100	Lantana	TX	76226	940-584-0961		*
Matthew Barto	7718 McPherson Rd	Laredo	TX	78045	956-608-3141		
Bandon Fitness (Texas), Inc.	13857 US Hwy 87 W, 300	LaVernia	TX	78121	830-779-2801		
Austin Cam Fit LLC	4420 W Main St, Ste B	League City	TX	77573	281-338-4968		
Monroe Family Enterprises Inc.	1062 FM 646, Ste C	League City	TX	77539	409-795-1347		
League City Fitness, Inc.	3202 Marina Bay Dr	League City-Kemah	TX	77565	281-535-5700		
Fitness Group, LLC	2800 S Bagdad Rd, Ste H	Leander	TX	78641	512-260-9797		
Rumsey & Fuselier Fitness,	1490 Valley Rdg						

LLC	Blvd	Lewisville	TX	75077	469-510-8896		
Bandon Fitness (Texas), Inc.	2351 N Main St	Liberty	TX	77575	936-336-5700		
Bandon Fitness (Texas), Inc.	14365 W State Hwy 29	Liberty Hill	TX	78642	512-778-6844		
Bandon Fitness (Texas), Inc.	618 N. Main St.	Lindale	TX	75771	903-882-0202		
Brent Johnson	812 Brendan Dr	Little Elm	TX	75068	469-733-4033	Projected to open in Quinlan, TX**	
Brent Johnson	812 Brendan Dr	Little Elm	TX	75068	469-733-4033	Projected to open in Alvarado, TX**	
Quality Fitness, LLC	2701 Little Elm Pkwy, Ste 150	Little Elm	TX	75068	469-200-0291		
Bandon Fitness (Texas), Inc.	1710 S Colorado St, Ste 105	Lockhart	TX	78644	512-668-5107		
Mike Bailey and Amber Bailey	710 Estes Dr, Ste 100	Longview	TX	75602	903-236-0045		
Mike Bailey and Amber Bailey	100 Kate St	Longview	TX	75604	903-291-9500		
Impacto Duro, LLC	6020 89th St	Lubbock	TX	79424	806-470-7057	Projected to open in Wolfforth, TX**	
Jeff Braselton	6113 87th Street	Lubbock	TX	79424	713-823-7999	Projected to open in Lubbock, TX**	
Jeff Braselton and Charles Amato	10208 Frankford Ave	Lubbock	TX	79424	806-784-2205		
Empresas Noyola, LLC	2950 S John Redditt Dr., Ste. 108	Lufkin	TX	75904	936-634-9600		
Bandon Fitness (Texas), Inc.	139 N LHS Dr, Ste 215	Lumberton	TX	77657	409-755-1000		
Bandon Fitness (Texas), Inc.	18355 FM-1488, Ste 300	Magnolia	TX	77354	346-703-2181		
Talley and Talley LLC	9533 FM 1488	Magnolia	TX	77354	832-343-3123		
Marble Falls Anytime, LLC	1407 Mormon Mill Rd	Marble Falls	TX	78654	830-798-2424		
MARSHALL FAMILY FITNESS, LLC and Brent	1806 E End Blvd N, Ste 1000	Marshall	TX	75670	903-702-1002		
C & G Fitness Enterprises, LLC	2014 W University Dr, Ste 390	McKinney	TX	75071	469-952-3488		
Dog Gum LLC	1860 S Independence Pkwy	McKinney	TX	75072	972-924-0424		*
Dog Gum LLC	908 Sutherland Drive	McKinney	TX	75071	469-556-2341	Projected to open in Celina, TX**	*
Dog Gum LLC	908 Sutherland Drive	McKinney	TX	75071	469-556-2341	Projected to open in Dallas, TX**	*
MITT FIT LLC	8480 TX-121, #102	McKinney	TX	75070	214-310-3868		

Sunnyvale Fitness, LLC	1200 E Davis St, Ste 130	Mesquite	TX	75149	972-203-5858		*
Brent Johnson and Melissa Johnson	1005 E Milam St.	Mexia	TX	76667	254-433-8999		
MRWLANDMAN, LLC	2208 Neely Ave	Midland	TX	79705	903-767-1402	Projected to open in TBD, TX**	
Bandon Fitness (Texas), Inc.	2410 FM 663, Ste 700	Midlothian	TX	76065	469-612-3696		
Bandon Fitness (Texas), Inc.	140 Garrett Morris Pkwy	Mineral Wells	TX	76067	940-328-0400		
Raul Bencomo	1626 East Griffin Parkway	Mission	TX	78572	956-600-8944		
Bandon Fitness (Texas), Inc.	20873 Eva St, Ste A	Montgomery	TX	77356	936-449-8100		
Carter Jackson Corp.	910 Pine Market Ave, Ste 100	Montgomery	TX	77316	936-657-5151		
Carter Jackson Corp.	155 Jacks Corner Dr	Montgomery	TX	77316	346-814-8991	Projected to open in The Woodlands, TX**	
Carter Jackson Corp.	155 Jacks Corner Dr	Montgomery	TX	77316	346-814-8991	Projected to open in Conroe, TX**	
Carter Jackson Corp.	155 Jacks Corner Dr	Montgomery	TX	77316	346-814-8991	Projected to open in Conroe, TX**	
MP FAMILY FITNESS LLC	668 S Jefferson Ave	Mount Pleasant	TX	75455	903-577-8877		
Avalon Investments, LLC	3801 North St	Nacogdoches	TX	75965	936-205-9165		
Bandon Fitness (Texas), Inc.	980 James Bowie Dr	New Boston	TX	75570	903-628-0035		
Forty-Six Fitness LLC	2351 Loop 337, Ste C	New Braunfels	TX	78130	830-625-5402		
Clint Gillispie	1501 E 8th St	Odessa	TX	79761	432-272-0071		*
Next Level Fitness Group LLC	2190 S. Loop 256	Palestine	TX	75801	903-480-6474		*
Bandon Fitness (Texas), Inc.	211 W. 30th Ave.	Pampa	TX	79065	806-665-3333		
Brad Hill	3380 NE Loop 286	Paris	TX	75460	903-784-8824		
Bandon Fitness (Texas), Inc.	12573 W Broadway St	Pearland	TX	77584	832-736-3654		
Jody Graham Investments, LLC	8703 Broadway St., Ste. 101	Pearland	TX	77584	832-736-9150		
Tonmar Enterprises, LLC	804 N Oak St	Pearsall	TX	78061	830-267-3131		*
Bandon Fitness (Texas), Inc.	220 South Main St	Perryton	TX	79070	806-648-1171		

LD Hibbard, Jr. and Julie Hibbard	770 S Hwy 377, Suite 205	Pilot Point	TX	76258	940-686-0659		
Rebecca Moses	1601 Kermit St.	Plainview	TX	79072	806-296-7777		
Mrs. 305 Enterprises LLC	6921 Independence Pkwy	Plano	TX	75023	972-943-9348		
Prater Fitness LLC	1240 West Oaklawn Rd, Ste 103 & 104	Pleasanton	TX	78064	830-268-8444		
TyLaFitness, LLC	300 Tiney Browning Blvd, Ste F	Port Lavaca	TX	77979	361-482-0631		*
Bandon Fitness (Texas), Inc.	1170 N Preston Rd, Ste 290	Prosper	TX	75078	972-347-9661		
Red Oak Fitness, LLC	132 E Ovilla Rd, Ste 12	Red Oak	TX	75154	972-576-1121		
Freedom Fitness Group, LLC	819 W Arapaho Rd	Richardson	TX	75080	972-427-4001		
LTAF1, LLC	904 Audelia Rd, Ste 400	Richardson	TX	75081	972-808-6768		*
E-Vista Partners, LLC	15014 Lakefair Dr, Ste A	Richmond	TX	77406	281-762-1974		
Madry Barton, LLC	7850 W Grand Pkwy S	Richmond	TX	77406	281-207-9890		*
DFH RK, LLC, Danielle Koller and Nicole Welborn	1212 N. Hwy. 377, Ste. 115	Roanoke	TX	76262	682-237-7878		
Rains Gains, LLC	2318 Greencrest Blvd	Rockwall	TX	75087	972-722-4441		
G2P, LLC	1636 Minonite Rd, Suite 600	Rosenberg	TX	77469	832-612-2828		
CP Fitness, LLC	2650 Gattis School Rd	Round Rock	TX	78664	512-919-4104		
Lonnie Larson and Steven Hudson	5290 N AW Grimes	Round Rock	TX	78665	512-686-1911		
Bandon Fitness (Texas), Inc.	1029 N Saginaw Blvd, Ste F15	Saginaw	TX	76179	682-224-3166		
Bartlett Family Fitness, LLC	701 Williams Rd	Salado	TX	76571	254-947-1063		
Herkert Fitness Group (Midland), LLC	4471 Sunset Blvd	San Angelo	TX	76901	325-617-7818		
Alamo Ranch Fitness, LLC	14249 Potranco Rd	San Antonio	TX	78253	210-564-9003		
Bandon Fitness (Texas), Inc.	24165 Interstate Hwy 10 W, Ste 101	San Antonio	TX	78257	210-698-5111		
Bandon Fitness (Texas), Inc.	8202 N Loop 1604 W, Ste 115-116	San Antonio	TX	78249	210-877-5305		
Bandon Fitness (Texas), Inc.	6820 Alamo Pkwy	San Antonio	TX	78253	210-688-0024		
Extreme Fitness, LLC	3030 Thousand Oaks, Ste 110	San Antonio	TX	78247	210-444-9336		

Huebner Fitness, LLC	16535 Huebner Rd	San Antonio	TX	78248	210-571-9656		
JK Ybarra Family, LLC	13470 Remuda Ranch Dr.	San Antonio	TX	78254	210-381-0292	Projected to open in San Antonio, TX**	
Le Jeune Fitness LLC	9023 Huebner Rd, Ste 100	San Antonio	TX	78240	210-596-4033		
Le Jeune Fitness LLC	8126 Tezel Rd	San Antonio	TX	78250	210-960-1320		
NuGo Investments, LLC	922 Amberstone	San Antonio	TX	78258	956-286-8009	Projected to open in San Antonio, TX**	
Primeshop Inc.	20079 Stone Oak Pkwy, Ste 2106	San Antonio	TX	78258	210-403-2900		
Sandra Gonzalez	21303 Plaza de Cadiz	San Antonio	TX	78257	210-867-9166	Projected to open in TBD, MN**	*
Sandra Gonzalez	21303 Plaza de Cadiz	San Antonio	TX	78257	210-867-9166	Projected to open in TBD, TX**	*
Sandra Gonzalez	21303 Plaza de Cadiz	San Antonio	TX	78257	210-867-9166	Projected to open in TBD, TX**	*
Strattco Unlimited, LLC	14124 Culebra Rd, Ste 110	San Antonio	TX	78254	210-625-3828		
TyLaFitness, LLC	4200 McCullough Ave	San Antonio	TX	78212	210-829-8400		
TyLaFitness. LLC	5138 UTSA Blvd, Ste 109	San Antonio	TX	78249	210-966-8466		
Veronica Durnen and Leo Durnen	26108 Overlook Pkwy, Ste 1110	San Antonio	TX	78260	830-714-4540		
Bandon Fitness (Texas), Inc.	1917 Dutton Dr, Ste. 202	San Marcos	TX	78666	512-396-2247		
JONESIN, LLC	551 N Stemmons Fwy	Sanger	TX	76266	940-458-2020		
Bandon Fitness (Texas), Inc.	4233 FM-1764	Santa Fe	TX	77517	409-925-1000		
Bandon Fitness (Texas), Inc.	3820 FM 3009, Ste 140	Schertz	TX	78154	210-566-4511		
B Fit Anytime LLC	902 West Ave	Schulenburg	TX	78956	512-779-5682	Projected to open in Smithville, TX**	*
B Fit Anytime LLC	902 West Ave	Schulenburg	TX	78956	512-779-5682	Projected to open in Bellville, TX**	*
B Fit Anytime, LLC	501 N Main St	Schulenburg	TX	78956	979-505-5055		
Bandon Fitness (Texas), Inc.	380 N Hwy 175	Seagoville	TX	75159	972-567-8090		
Forty-Six Fitness LLC	1425 N Hwy 123 Byp	Seguin	TX	78155	830-379-2241		
Nettles Fitness, LLC	4511 College Ave, Ste 150	Snyder	TX	79549	325-515-0440		
	20631 Kuykendahl						

Durbin Industries, LLC	Rd, Ste 150	Spring	TX	77379	832-843-6437		
JP Enterprise Vision LLC	2040 Louetta Rd	Spring	TX	77388	281-288-8322		
Mariles Offshore Incorporated	1523 Rayford Rd.	Spring	TX	77386	281-292-3344		*
Mariles Offshore Incorporated	5645 Treaschwig Rd	Spring	TX	77373	281-784-2440		*
Stephenville Fitness, LLC	2115 W. Washington St.	Stephenville	TX	76401	254-434-2514		*
Stockdale Fitness, LLC	404 W Main St	Stockdale	TX	78160	830-996-1006		
Becky G Fitness, LLC	17034 University Blvd	Sugar Land	TX	77479	346-304-2560		
Sulphur Springs Fitness, LLC	1185 S. Broadway	Sulphur Springs	TX	75482	903-885-3434		
Anytime Sweetwater, LLC	1000-C E. Broadway St	Sweetwater	TX	79556	325-236-6366		*
Aaron Bernard	106-116 W Lake Dr	Taylor	TX	76574	512-309-4194		
ChriJen, LLC	5418 W Adams Ave	Temple	TX	76502	254-780-3131		
Bandon Fitness (Texas), Inc.	101 Sam Walton Way	Terrell	TX	75160	972-563-4050		
Workout Texarkana LLC	3415 Richmond Rd	Texarkana	TX	75503	903-794-5348		
ARROWHEAD FITNESS DFW LLC	5701 E TX-121	The Colony	TX	75056	469-795-7676		
Brent Johnson and Melissa Johnson	866 S Robb St	Trinity	TX	75862	936-260-4656		
Bandon Fitness (Texas), Inc.	1827 Troup Hwy	Tyler	TX	75701	903-509-1121		
Bandon Fitness (Texas), Inc.	6435 Old Jacksonville Hwy	Tyler	TX	75703	903-617-6590		
Cage Sawyers	385 Henry Hynds Expy	Van Alstyne	TX	75495	903-627-4300		
Brent Johnson and Melissa Johnson	4117 Hillcrest Plaza	Vernon	TX	76384	940-489-2001		
PBG Victoria LLC	3801 Houston Hwy, Ste 300	Victoria	TX	77901	361-703-5018		
SETX Fitness, LLC	1067 N Main St	Vidor	TX	77662	409-769-7767		
Kristen Littlefield	4700 Bosque Blvd, Unit G	Waco	TX	76710	254-655-7100		
Roycroft Ranch, LLC	1000 Melrose Drive	Waco	TX	76710	361-484-1247	Projected to open in Waco, TX**	
Bandon Fitness (Texas), Inc.	600 N. Kings Hwy, Ste 5	Wake Village	TX	75501	903-832-5438		

Lakeside Fitness, LLC	1011 N Hwy 77, Ste 103	Waxahachie	TX	75165	972-923-2171		*
Bandon Fitness (Texas), Inc.	1108 S Main St	Weatherford	TX	76086	817-596-3600		
Bandon Fitness (Texas), Inc.	2407 N Richmond Rd	Wharton	TX	77488	979-282-9000		
WHITE OAK FAMILY FITNESS LIMITED LIABILITY	202 W US Hwy 80	White Oak	TX	75693	903-297-4740		
Bandon Fitness (Texas), Inc.	601 Hwy 110 N	Whitehouse	TX	75791	903-871-3218		
Bandon Fitness (Texas), Inc.	1100 N Trinity St	Whitney	TX	76692	254-694-2020		
Bandon Fitness (Texas), Inc	12501 Canyon Falls Blvd	Willis	TX	77318	936-701-5097		*
Bandon Fitness (Texas), Inc.	14306 RR-12, Stes 8, 9-10	Wimberley	TX	78676	512-847-8887		
Brent Johnson and Melissa Johnson	1121 S Magnolia , Ste 200	Woodville	TX	75979	409-402-5222		
Engert & Fuselier Fitness, LLC	101 S Ballard St	Wylie	TX	75098	972-461-1600		
B Fit Anytime, LLC	710 Yoakum St	Yoakum	TX	77995	361-298-5400		
JUSTINTIME, LLC	533 W 750 S	Bountiful	UT	84010	385-414-2768		
Caliber Fit, LLC	1803 W 1800 N, Ste E4	Clinton	UT	84015	801-775-0222		
Terri E McQuiston/Grantsville	225 E. Main St	Grantsville	UT	84029	435-884-5565		
CSL Fitness, LLC	11117 North Alpine Hwy	Highland	UT	84003	801-230-9119		
Omada Holdings LLC	390 W State St	Hurricane	UT	84737	435-429-1855		
Caliber Fitness, LLC	1330 E Hwy 193, Ste C2	Layton	UT	84040	801-771-5100		
Vicente Martinez and Stephanie Martinez	848 N 440 W	Logan	UT	84321	435-265-0251	Projected to open in Harrisville, UT**	
Bandon Fitness (Texas), Inc.	785 E Fort Union Blvd	Midvale	UT	84047	801-559-7373		*
CB3, LLC	742 Highway 198	Payson	UT	84651	801-400-6549		
Justintime, LLC	2722 West 12600 South	Riverton	UT	84065	801-878-3388		
Ultimate Potential, LLC	2332 E 2100 S	Salt Lake City	UT	84106	801-891-8388		
Justintime, LLC	328 E Crossroads Blvd	Saratoga Springs	UT	84045	801-768-8900		
Live Strong Investments	665 E 400 S			84663	801-491-9977		

LLC		Springville	UT				
Pender Athletic Brands, Inc.	250 Red Cliffs Dr	St. George	UT	84790	435-900-3090		
Stansbury Fitness, LLC	500 E. Village Blvd., Ste. 103	Stansbury Park	UT	84074	435-882-7478		
Douglas S. McQuiston	227 N Main St	Tooele	UT	84074	435-882-1811		
Beast Mode Fitness, Inc.	2003 W Hwy 40, Ste K10	Vernal	UT	84078	435-789-9955		
Chad Peck	111 N Geneva Rd	Vineyard	UT	84057	385-203-2348		*
Kris Hartz, LLC	220 Cook St	Abingdon	VA	24210	276-525-1278		
Alexandria The Great, LLC	7009 Manchester Blvd, Ste E	Alexandria	VA	22310	703-822-9950		
Leveret VII, LLC	6090 Rose Hill Dr	Alexandria	VA	22310	703-774-3057		
Fitnation, LLC	1919 N Lynn St, STE 103	Arlington	VA	22209	571-339-1919		
Gupta Fitness Inc.	113 Junction Drive	Ashland	VA	23005	804-412-4999		
Vato Fitness Bealeton LLC	6394 Village Center Dr.	Bealeton	VA	22712	540-340-4898		
Sayvor, LLC	19 1st St, Ste 201	Berryville	VA	22611	540-300-6928		
Anytime VA, LLC	1480 S Main St, Ste 100	Blacksburg	VA	24060	540-951-1340		*
Protti-Lawrence Fitness LLC	537 Commerce Dr	Bluefield	VA	24605	276-322-7781		
Engert & Fuselier Investments, LLC	3177 Linden Dr	Bristol	VA	24202	276-644-1180		
Bazzari, LLC	10350 Bristow Ctr Dr	Bristow	VA	20136	571-261-9661		
Critical Skills Consulting, LLC	13609 Carrollton Blvd, Suites 8,9-10	Carrollton	VA	23314	757-745-7060		
PK Fitness, Inc.	1051 Claypool Hill Mall Rd	Cedar Bluff	VA	24609	276-598-4708		
Immersion Incorporated	14511 Lee Jackson Memorial Hwy	Chantilly	VA	20151	703-376-8550		
Threeboys Fitness, LLC	1434 Rolkin Ct	Charlottesville	VA	22911	434-971-5566		*
Bandon Fitness (Texas), Inc.	1501 Cedar Rd	Chesapeake	VA	23322	757-410-5522		
Blue Heron Fitness, Inc.	237 Carmichael Way	Chesapeake	VA	23322	757-651-4146		
Matthew Sonet	509 Trade Wind Place, Apt 203	Chesapeake	VA	23323	919-986-2136	Projected to open in Moyock, NC**	*
Shashi Enterprises LLC	12324 Bermuda Crossroad Ln.			23831	804-768-6000		

		Chester	VA				
Fast Eddie's Fitness IV, LLC	767 Nalles Mill Rd	Culpeper	VA	22701	540-317-1142		
Tadik Corporation	5255 Waterway Dr	Dumfries	VA	22025	703-590-9900		
JAMfit, LLC	9529 Braddock Rd	Fairfax	VA	22032	703-570-8998		
Anytime VA, LLC	7339 Lee Hwy	Fairlawn	VA	24141	540-633-3004		*
Franklin Fitness, LLC	1347 Armory Dr.	Franklin	VA	23851	757-304-6444		*
Fast Eddie's Too LLC	27 S Gateway Dr	~~Fredericksburg~~ Fredericksburg	VA	22406	540-217-6745		
William Lewis Foxx Jr.	710 Amelia St	~~Fredericksburg~~Fredericksburg	VA	22401	540-680-5955		
Fast Eddie's Fitness III, LLC	70 Riverton Commons Dr.	Front Royal	VA	22630	540-636-4434		
Bandon Fitness (Texas), Inc.	16 Towne Center Way	Hampton	VA	23666	757-224-6999		
Rumsey & Fuselier Fitness, LLC	7084 Hayes Shopping Ct	Hayes	VA	23072	804-684-1430		
Groove Hospitality LLC	2623 New Concorde Ct	Herndon	VA	20171	703-901-2611	Projected to open in Herndon, VA**	
Fast Eddie's Fitness, LLC	16453 Merchants Ln	King George	VA	22485	540-709-7950		
Lovettsville Fitness LLC	18 Town Square	Lovettsville	VA	20180	540-668-5224		
Sodhi Inc.	81 Callohill Dr	Lovingston	VA	22949	434-263-5559		
MadFox, LLC	46 Madison Plz Dr	Madison	VA	22727	434-616-6671		
Leveret VIII, LLC	8224 Spruce St	Manassas Park	VA	20111	703-621-1443		
Callan Drive Investments LLC	118 Atkins Farm Lane	Marion	VA	24354	276-378-7676		
AF Mechanicsville Inc.	8319 Bell Creek Rd	~~Mechanicsville~~ Mechanicsville	VA	23116	804-730-4548		*
Eric Gleason and Samantha Gleason	2406B E. Little Crk. Rd.	Norfolk	VA	23518	757-383-6298		
Robert Stumpf and Evan Stumpf	780 W. 20th St.	Norfolk	VA	23517	757-965-2348		
John Crowder	12379 B James Madison Hwy	Orange	VA	22960	540-672-1252		
	68 Heritage Dr.,						

Gupta Enterprises Inc.	Unit 2	Palmyra	VA	22963	434-591-1105		
The Premonition of Purcellville, LLC	609 E Main St	Purcellville	VA	20132	540-441-3930		
Critical Skills Consulting LLC	11740 W Broad St	Richmond	VA	23233	804-418-3753		
Dave & Myra, LLC	7101 Forest Hill Ave	Richmond	VA	23225	804-404-3604		
AFG, LLC	5924 Seminole Trl,	Ruckersville	VA	22923	434-985-3523		
Anytime Salem, LLC	35 Spartan Dr	Salem	VA	24153	540-375-2900		*
William Lewis Foxx Jr.	7501 Graham St	Spotsylvania	VA	22553	540-805-5164		
Jawad Malakzada	6400 Brandon Ave	Springfield	VA	22150	703-936-7070		
Aaryan Fitness LLC	815 Wonder Road, Suite 120	Stafford	VA	22554	703-891-1972		
Bandon Fitness (Texas), Inc.	25 Tech Pkwy	Stafford	VA	22556	540-877-6933		
John Adamson	20 Bobby's Way, Ste 103	Staunton	VA	24401	540-221-2900		
Fast Eddie's Fitness V, LLC	100 Founders Wy, Suite 6, 7, 8	Strasburg	VA	22657	540-242-3288		
Critical Skills Consulting, LLC	2999 Corporate Ln	Suffolk	VA	23434	757-809-3116		
1265 Fitness, LLC	5300 Kemps River Dr.	Virginia Beach	VA	23464	757-233-0240		
Eric Gleason and Samantha Gleason	4324 Holland Rd.	Virginia Beach	VA	23452	757-498-3274		
Fitfam LLC	2090 Princess Anne Rd, Suite 100	Virginia Beach	VA	23456	757-689-4712		
Fitness 5, Inc.	3352 Princess Anne Rd, Suite 905	Virginia Beach	VA	23456	757-301-7800		
Fitness 5, Inc.	1079 Independence Blvd.	Virginia Beach	VA	23455	757-963-7998		
Impressive Fitness, LLC	1274 N Great Neck Rd.	Virginia Beach	VA	23454	757-227-9447		
JL Fitness LLC	968 Laskin Rd.	Virginia Beach	VA	23451	757-962-0802		
Vato Fitness Warrenton LLC	251 West Lee Hwy	Warrenton	VA	20186	540-359-5658		
Critical Skills Consulting, LLC	5251 John Tyler Hwy, Ste 31	Williamsburg	VA	23185	757-903-4265		
Goodlynn Ventures, LLC	11403 Windsor Blvd, Ste D-E	Windsor	VA	23487	757-870-2737		
Intelligence and Systems Solutions Inc.	16705 River Rdg Blvd	Woodbridge	VA	22191	703-441-1800		
Second Sigma LLC	12751 Marblestone Dr	Woodbridge	VA	22192	703-680-6340		*

Sayvor, LLC	1025 S Main St	Woodstock	VA	22664	540-409-5791		
Protti-Lawrence Fitness, LLC	1155 N 4th St	Wytheville	VA	24382	276-335-2122		
Joseph Krause	5304 George Washington	Yorktown	VA	23692	757-369-4844		
John Crowder	75 Freedom Dr	Zion Crossroads	VA	22942	540-832-0434		
AKAD Capital, Inc.	120 Depot St	Bennington	VT	05201	802-681-0161		
Tinman Enterprises, LLC	217 Woodstock Ave, Ste F	Rutland	VT	05701	802-855-8253		
STS Investments, Inc.	2616 Simpson Ave	Aberdeen	WA	98520	360-637-9111		
Zach Fullwiler	104 S Olympic Ave	Arlington	WA	98223	360-322-6643		
Dynamic Fitness Solutions, LLC	2219 Rimland Dr, Ste 103	Bellingham	WA	98226	360-986-5600		
Dynamic Fitness Solutions, LLC	115 W Kellogg Rd	Bellingham	WA	98226	360-306-5858		*
ROQ Fitness, LLC	3125 Old Fairhaven Pkwy, Ste 101	Bellingham	WA	98225	360-788-5900		
Mike Andes Enterprises LLC	8115 Birch Bay Sq St	Blaine	WA	98230	360-393-3330		
JWMII Corp.	135 Jefferson Ave	Buckley	WA	98321	360-829-5156		
Jason Wilson	515 Harrison Ave., Ste. B	Centralia	WA	98531	360-736-1900		
SMS Fit, Inc.	3 W Crawford St	Deer Park	WA	99006	509-276-5880		
The Tyler Corporation LLC	21819 Marine View Dr S	Des Moines	WA	98198	206-460-1212		
Building Better Bodies, LLC	2620 Williamson Pl NW	Dupont	WA	98327	253-267-5425		
Isaiah Wily and Sarah Wily	515 Grant Rd	East Wenatchee	WA	98802	509-888-1559		
46 Belly LLC	22824 100th Ave West	Edmonds	WA	98020	425-670-2373		
Bodyworks, Inc.	2305 W Dolarway Rd	Ellensburg	WA	98926	509-925-5445		
Elma Fitness, LLC	3 Shouweiler Rd	Elma	WA	98541	360-861-8340		
KASH, Inc.	514 Basin St NW	Ephrata	WA	98823	509-754-1066		
Melinda Lewis and Corey Lewis	1614 SW Dash Point Rd	Federal Way	WA	98023	206-212-6176		
Leslie Hoefer and Michael Hoefer	5905 Portal Way	Ferndale	WA	98248	360-393-3779		
	5275 Olympic Dr						

North Range Ventures, LLC	NW	Gig Harbor	WA	98335	253-509-2747		
Jaime De La Torre	121 Sunnyside Ave	Granger	WA	98932	509-383-6111		*
GSD Balanced Fitness, Inc.	2909 S Quillan St, Ste 164	Kennewick	WA	99337	509-870-3730		*
Fitness Kent, LLC	13210 SE 240th St, Ste A-1	Kent	WA	98042	253-487-1604		
AF Three, LLC	6533 132nd Ave NE	Kirkland	WA	98033	425-968-2341		
J. LINDBERG COMPANY	4200 6th Ave SE, Suite 101	Lacey	WA	98503	360-456-5100		
Bandon Fitness (Texas), Inc.	25 95th Dr NE, Ste 107	Lake Stevens	WA	98258	425-334-1200		
Melinda Lewis	8520 Steilacoom Blvd SW	Lakewood	WA	98498	253-589-5277		
B-Fit, LLC	23505 E Appleway	Liberty Lake	WA	99019	509-891-6800		
Leslie Hoefer and Michael Hoefer	6918 Hannegan Rd	Lynden	WA	98264	360-306-8668		
Leslie Hoefer and Michael Hoefer	111 North 17th St	Lynden	WA	98264	360-543-8200		
Fit Family Lynnwood, LLC	4114 198th St SW	Lynnwood	WA	98036	425-409-9067		*
J & L Fitness LLC	1523 132nd St SE	Mill Creek	WA	98208	425-225-6116		
Building Better Bodies, LLC	900 Meridian Ave E, Ste 30	Milton	WA	98354	253-517-8431		
DDK Fitness LLC	619 N Stratford Rd	Moses Lake	WA	98837	509-764-0933		
Jaime De La Torre	304 West Seattle Ave	Moxee	WA	98936	509-902-8212		*
Dynamic Fitness Solutions, LLC and Home Run Fitness,	205 W Stewart Rd	Mt Vernon	WA	98273	360-873-8377		*
AJAJ, LLC	401 Washington Ave. N.	Orting	WA	98360	360-893-2443		
Lion Fitness LLC	740 E Main St, PO Box 506	Othello	WA	99344	509-488-3484		
ABC Boddy, LLC	112 Del Guzzi Dr, Ste. 5	Port Angeles	WA	98362	360-457-3200		
MDS Fitness--Pullman, LLC	690 SE Bishop Blvd, Ste A	Pullman	WA	99163	509-332-3100		
Building Better Bodies, LLC	17615 85th Ave Ct E	Puyallup	WA	98375	253-210-8005		
Evans Family Fitness LLC	14312 Meridian Ave E	Puyallup	WA	98373	253-268-3352		
Jeff Guentzel and Ramona Guentzel	918 13th Ave SW, Ste G	Quincy	WA	98848	509-797-2100		
Northwest Wellness & Fitness, LLC	23435 NE Novelty Hill Rd, Ste. F 503			98053	425-898-1199		

		Redmond	WA				
46 Belly LLC	64 Rainier Ave S	Renton	WA	98057	253-487-2044		
MLM Fitness, LLC	4326 S Settler Drive	Ridgefield	WA	98642	360-557-2021		
AF Two, LLC	4524 Klahanie Dr SE	Sammamish	WA	98029	425-395-7248		
Daniel Has and Dylan Has	3944 S Morgan St	Seattle	WA	98118	415-990-2734	Projected to open in Seattle, WA**	*
Darren Gillespie and Sean Erhardt	110 W Galer St	Seattle	WA	98119	206-535-7573		
Fitness Pro, LLC	837 N. 34th St., Ste. 220	Seattle	WA	98103	206-545-4348		
Saldana Group, LLC	1700 E Madison, Suite B	Seattle	WA	98122	206-328-4455		
Saldana Group, LLC	2222 California Ave. SW.	Seattle	WA	98116	206-306-6676		
Saldana Group, LLC	4726 26th Ave SW	Seattle	WA	98106	206-240-3961	Projected to open in TBD, WA**	
Dynamic Fitness Solutions, LLC and Home Run Fitness,	922 3rd St	Sedro-Woolley	WA	98284	360-986-5888		
Bradshaw Development, Inc.	201 S 1st St	Selah	WA	98942	509-698-3500		
PH Fitness LLC	10131 Old Olympic Hwy.	Sequim	WA	98382	360-683-4110		
J. LINDBERG COMPANY	2121 Olympic Hwy N, Ste. 103-106	Shelton	WA	98584	360-462-2600		
Bandon Fitness (Texas), Inc.	2603 Bickford Ave, Ste C	Snohomish	WA	98290	425-374-3756		
THE TYLER COMPANY SNO LLC	7713 Center Blvd SE, #120	Snoqualmie	WA	98065	425-396-1312		
Building Better Bodies, LLC	22307 Mountain Hwy E	Spanaway	WA	98387	253-875-7976		
Jon Hawley	8901 E Trent Ave, Ste 107	Spokane	WA	99212	509-315-5023		
Jon Hawley	10511 W Aero Rd	Spokane	WA	99224	509-624-2929		
Kentra Corp.	1804 W Francis Ave	Spokane	WA	99205	509-624-4444		
Fenex Fitness Facilities, LLC	7104 265th St NW, Ste 130	Stanwood	WA	98292	360-939-9593		
Bradshaw Development, Inc.	1710 East Gregory Ave	Sunnyside	WA	98044	509-837-7575		
Jeff Harrison	2623 N Pearl St	Tacoma	WA	98407	253-327-1515		
Fit City NW, LLC	425 S Elm St, Ste 3	Toppenish	WA	98948	509-314-6677		
IJEM, LLC	5743 Little Rock Rd SW, Ste 115	Tumwater	WA	98512	360-352-2600		

Bradshaw Development, Inc.	2529 Main St	Union Gap	WA	98903	509-469-4990		
Brian Doan and Lynnette Doan	13715 NW 56th Ave	Vancouver	WA	98685	503-929-7275	Projected to open in Vancouver, WA**	*
John Pax and Tracy Pax	710 Esther St	Vancouver	WA	98660	360-635-5350		
Fit City NW, LLC	220 W 1st St	Wapato	WA	98951	509-584-0202		
Jaime De La Torre	220 W 1st	Wapato	WA	98951	509-961-6610	Projected to open in Zillah, WA**	
Clidro Concepts, LLC	1700 Main St	Washougal	WA	98671	360-210-7765		*
Wily Fitness, LLC	950 N Wenatchee Ave	Wenatchee	WA	98801	509-888-7200		
Bradshaw Development, Inc.	5611 Summitview Ave	Yakima	WA	98908	509-965-0900		
Delmer Heitzman and Terri Heitzman	2300 River Rd. Unit #18	Yakima	WA	98902	509-305-0617	Projected to open in Grandview, WA**	*
Michael Schmidt	5304 Blackstone Court	Yakima	WA	98901	509-599-3981	Projected to open in Pasco, WA**	
Building Better Bodies, LLC	1304 Yelm Ave E	Yelm	WA	98597	360-400-3880		
Robert and Ashley Vanier	501 Superior St	Antigo	WI	54409	715-350-4444		
Bandon Fitness (Texas), Inc.	W 3171 Springfield Drive	Appleton	WI	54915	920-882-2272		
Bandon Fitness (Texas), Inc.	1401 N Casaloma Dr	Appleton	WI	54913	920-730-1000		
Big Baldwin Fitness, LLP	725 Energy Street	Baldwin	WI	54002	715-688-9413		
AF Baraboo, LLC	434 WI-136	Baraboo	WI	53913	608-356-3633		
Two 10's Iron Dens, LLC	1626 N Spring St	Beaver Dam	WI	53916	920-219-9606		
Arrowd1 LLC	2240 Prairie Ave, Northgate Plz Units	Beloit	WI	53511	608-363-9999		
ACE Fitness, LLC	2205 N Calhoun Rd	Brookfield	WI	53005	262-993-9111		
K Smith Fitness Cedarburg, Inc.	W63 N143 Washington Ave	Cedarburg	WI	53012	262-375-9300		
AF Columbus, LLC	201 Industrial Dr	Columbus	WI	53925	920-626-5005		
AF Cottage Grove, LLC	203 W Cottage Grove Rd	Cottage Grove	WI	53527	608-839-1111		
JM Fitness LLC	5879 S Packard Ave	Cudahy	WI	53110	414-483-1921		
AF Deforest 2, LLC	615 S Main St	De Forest	WI	53532	608-846-6868		

First Down Fitness LLC	811 Main Ave	De Pere	WI	54115	920-338-8500		
Livin' Life Fit, LLC	1420 E Geneva	Delavan	WI	53115	262-728-2407		
AF Dodgeville, LLC	401 N Iowa St	Dodgeville	WI	53533	608-930-2691		
Haag Enterprises LLC	2625 Birch St	Eau Claire	WI	54703	715-831-6200		
Haag Enterprises LLC	2532 Golf Rd	Eau Claire	WI	54701	715-831-8600		
MDS Fitness Inc.	329 Water St	Eau Claire	WI	54703	715-831-6400		
AF Edgerton 2, LLC	121 W Fulton St	Edgerton	WI	53534	608-884-0107		
AF Evansville, LLC	821 Brown School Rd	Evansville	WI	53536	608-882-5644		
AF Fitchburg 2, LLC	2980 Cahill Main	Fitchburg	WI	53711	608-298-9898		
AF Fitchburg, LLC	6250 Nesbitt Rd, Ste 600	Fitchburg	WI	53719	608-270-9500		
ACE Fitness LLC	209 N Macy St, Ste. B	Fond du Lac	WI	54935	920-921-4800		
AF Fort Atkinson, LLC	308 Washington St	Fort Atkinson	WI	53538	920-563-3070		
MDS Fitness, Inc.	2818 W Rawson Ave	Franklin	WI	53132	414-304-5254		
K Smith Germantown, LLC	W175-N11162 Stonewood Dr	Germantown	WI	53022	262-502-1800		
Integrity Fitness, LLC and Chad Moeller Fitness LLC	450 N Military Ave	Green Bay	WI	54303	920-569-6351		
K Smith Fitness Hartford, Inc.	1542 E Sumner St	Hartford	WI	53027	262-673-7300		*
MDS Fitness--Hartland	520 Hartbrook Dr	Hartland	WI	53029	262-369-9300		
Shane Johnson	309 Barstow St	Horicon	WI	53032	920-485-0552		
Bandon Fitness (Texas), Inc.	1701 Ward Ave, Ste 201	Hudson	WI	54016	715-386-5020		
AF Milton Ave, LLC	2600 Humes Rd, Ste 190	Janesville	WI	53545	608-756-0007		
AF Jefferson, LLC	850 E Reinel St	Jefferson	WI	53549	920-674-6616		*
First Down Fitness LLC	310 E Ann St	Kaukauna	WI	54130	920-759-9901		*
Arecco Investments LLC	611 56th St, 3rd Fl	Kenosha	WI	53140	262-612-3155		
MDS Fitness Inc.	2304 18th St	Kenosha	WI	53144	262-925-1875		
MDS Fitness-La Crosse DT,							

LLC	112-114 5th Ave S	La Crosse	WI	54601	608-519-5990		
MDS Fitness-La Crosse, LLC	3514 Mormon Coulee Rd	LaCrosse	WI	54601	608-796-9119		
AF Lake Geneva, LLC	116-118 E Geneva Sq	Lake Geneva	WI	53147	262-248-2422		
AF Lake Mills, LLC	395 W Tyranena Park Rd	Lake Mills	WI	53551	920-648-2121		*
AF Atwood Ave, LLC	2045 Atwood Ave	Madison	WI	53704	608-286-1050		*
AF Downtown, LLC	301 East Campus Mall, Suite 203	Madison	WI	53715	608-237-2717		
AF East Madison, LLC	6420 Cottage Grove Rd	Madison	WI	53718	608-221-1222		
AF Midvale Blvd, LLC	515 S Midvale Blvd, Ste 5	Madison	WI	53711	608-231-4447		*
AF North Madison, LLC	1193 N Sherman Ave	Madison	WI	53704	608-245-1616		
James Moyer	112 N Central Ave	Marshfield	WI	54449	715-898-1122		
AF Mauston, LLC	414 E State St	Mauston	WI	53948	608-847-2224		
AF McFarland, LLC	5802 Hwy 51	McFarland	WI	53558	608-838-8111		
MDS Fitness--Menomonee Falls, LLC	N56 W14108 Silver Spg Dr	Menomonee Falls	WI	53051	262-781-3220		
Tracy and Ryon Savasta	1700 Stout St	Menomonie	WI	54751	715-309-4441		
MDS Fitness, Inc.	1380 W. Mequon Rd.	Mequon	WI	53092	262-302-3220		
AF Merrill, LLC	3410 E Main St	Merrill	WI	54452	715-722-0046		
AF Middleton, LLC	1011 N Gammon Rd	Middleton	WI	53562	608-836-3131		
Integrity Fitness SB LLC and Chad Moeller Fitness LLC	679 S Janesville St	Milton	WI	53563	608-580-0109		
Bandon Fitness (Texas), Inc.	6015 W Forest Home Ave	Milwaukee	WI	53220	414-259-9999		
Fitness Partners, LLC	2170 Farwell Ave	Milwaukee	WI	53202	414-319-1111		
Fitness Partners, LLC	1555 N Water St	Milwaukee	WI	53202	414-210-2598		
KRS Fitness, LLC	6817 W Brown Deer Rd	Milwaukee	WI	53223	414-365-9100		
KC Fitness LLC	162 S Eau Claire St	Mondovi	WI	54755	715-926-6466		
AF Elkhorn, LLC	6000 Monona Dr, Suite 204	Monona	WI	53716	608-358-2612	Projected to open in Elkhorn, WI**	
AF Monona, LLC	6000 Monona Dr	Monona	WI	53716	608-222-9699		

Omega Midwest, LLC	6000 Monona Dr, Suite 204	Monona	WI	53716	608-358-2612	Projected to open in Lodi, WI**	*
Omega Midwest, LLC	6000 Monona Dr, Suite 204	Monona	WI	53716	608-358-2612	Projected to open in Cross Plains, WI**	
The Master's Holdings, Inc.	6000 Monona Dr, Suite 204	Monona	WI	53716	608-358-2612	Projected to open in King City, CA**	
AF Monroe 2, LLC	301 6th Ave W, Ste 107	Monroe	WI	53566	608-325-2222		
AF Mount Horeb, LLC	1209 Springdale St	Mount Horeb	WI	53572	608-437-7373		*
MDS Fitness Inc.	937 Greenridge Ct	Mukwonago	WI	53149	262-378-3169		
MDS Fitness-Muskego, LLC	7759 Racine Ave	Muskego	WI	53150	414-240-8150		
Bandon Fitness (Texas), Inc.	860 Fox Pt Plz	Neenah	WI	54956	920-725-0500		
NXT Level Fitness, LLC	1111 N Shawano St	New London	WI	54961	920-982-9922		
BFTSM, LLC	144 W 3rd St, Ste B	New Richmond	WI	54017	715-246-4500		
AF Oconomowoc, LLC	1288 Summit Ave, Ste 114	Oconomowoc	WI	53066	262-567-1101		
MDS Fitness-Onalaska, LLC	1220 Crossing Meadows Dr, Ste	Onalaska	WI	54650	608-783-1120		
MDS Fitness, Inc.	845 Market St, Unit 2	Oregon	WI	53575	608-835-7200		
MDS Fitness, Inc.	845 Market St	Oregon	WI	53575	608-345-8487	Projected to open in Fergus Falls, MN**	*
FourF, LLC	312 N Koeller St	Oshkosh	WI	54902	920-424-5000		
AF Platteville, LLC	555 Ellen St	Platteville	WI	53818	608-348-8811		
Moyer Enterprises Plover, LLC	1836 Plover Rd	Plover	WI	54467	715-544-4050		
T & A Fitness, LLC	542 Walton Dr	Plymouth	WI	53073	920-892-8282		
MDS Fitness, Inc.	155 Sweetwater Blvd	Port Washington	WI	53074	262-536-4524		
AF Portage, LLC	2800 New Pinery Rd	Portage	WI	53901	608-745-0250		
MDS Fitness-Prairie du Chien, LLC	40 Riverside Square	Prairie du Chien	WI	53821	608-326-1550		
AF Sauk City, LLC	1400 Prairie St	Prairie Du Sac (Sauk City)	WI	53578	608-643-0777		
AF Reedsburg, LLC	101 W Main St	Reedsburg	WI	53959	608-524-2444		
Moyer Enterprises							

Consolidated Inc.	1301 Lincoln Street	Rhinelander	WI	54501	715-350-6964		
AF Richland Center, LLC	100 Richland Square	Richland Center	WI	53581	608-383-1707		*
MDS Fitness - Ripon, LLC	1069 W Fond Du Lac St	Ripon	WI	54971 - 9260	920-748-7880		
AF River Falls LLC	114 Spring St.	River Falls	WI	54022	715-425-0225		
ACE FITNESS LLC	627 Woodland Plz	Seymour	WI	54165	920-785-1530		
T & A Fitness, LLC	2701 S. Business Dr	Sheboygan	WI	53081	920-457-1700		
Milwaukee Kinetix Corp.	4009 N Oakland	Shorewood	WI	53211	414-332-1111		
Emily Nehring	24556 State Hwy 35/70	Siren	WI	54872	715-349-2582		
Spartan Fitness, LLC & Tammy Stickney	2101 West Wisconsin Street	Sparta	WI	54656	608-269-2055		
Moyer Enterprises, LLC	200 N Division St, Ste E	Stevens Point	WI	54481	715-544-4008		
MDS Fitness, Inc.	2300 US Hwy 51, Ste. A	Stoughton	WI	53589	608-873-7799		
Integrity Fitness SB LLC and Chad Moeller Fitness LLC	1300 Egg Harbor Rd, Suite 120B	Sturgeon Bay	WI	54235	920-301-7241		
AF Sun Prairie, LLC	2071 McCoy Rd	Sun Prairie	WI	53590	608-834-1222		
Blue Star Investments, LLC	823 Belknap St	Superior	WI	54880	715-392-6003		
KDR Fitness, LLC	N64 W24350 Main St	Sussex	WI	53089	262-246-8000		
Puppe Incorporated	1018 Superior Ave. S.	Tomah	WI	54660	608-372-7000		*
MDS Fitness, Inc.	411 Prairie Heights Dr	Verona	WI	53593	608-497-1266		*
Eric Stickney and Tammy Stickney	1218 N Main St	Viroqua	WI	54665	608-638-3481		
MDS Fitness Wales, LLC	300 E Summit Ave	Wales	WI	53183	262-201-4240		
Livin' Life Fit LLC	541 Kenosha St., Unit C	Walworth	WI	53184	262-275-2424		*
AF Watertown, LLC	804-806 W St	Watertown	WI	53094	920-390-2893		
MDS Fitness-Waukesha, LLC	901 Meadowbrook Rd., Ste. 1	Waukesha	WI	53188	262-446-4141		
Wey2Fit, LLC	2144 E Moreland Blvd	Waukesha	WI	53186	262-446-6797		
AF Waunakee, LLC	604 E Main St	Waunakee	WI	53597	608-849-8998		
Moyer Enterprises Waupaca	970 Furman Dr			54981	715-942-8300		

AF, LLC		Waupaca	WI				
MDS Fitness, Inc.	912 W Main	Waupun	WI	53963	920-324-4912		
AF Wausau, LLC	409 Forest St	Wausau	WI	54403	715-298-9500		
Fitness Partners III, LLC	8907 W North Ave	Wauwatosa	WI	53226	414-258-5658		
Bandon Fitness (Texas), Inc.	2229 S 108th St	West Allis	WI	53227	414-800-5040		
K Smith Fitness West Bend, LLC	790 W Paradise Dr	West Bend	WI	53095	262-338-1441		*
MDS Fitness-West Salem, LLC	1500 W City Hwy 16	West Salem	WI	54669	608-451-2744		
Moyer Enterprises Consolidated Inc.	1711 Schofield Ave., Ste. A	Weston	WI	54476	715-298-4348		
Livin' Life Fit, LLC	1139 W. Main St	Whitewater	WI	53190	262-472-0888		
AF Lake Delton, LLC	69 Commerce St	Wisconsin Dells	WI	53965	608-253-1333		
Moyer Enterprises Waupaca, LLC	2521 8th St	Wisconsin Rapids	WI	54494	715-424-2000		
Bridgeport Fitness, LLC	1198 W Main St	Bridgeport	WV	26330	304-933-3192		
Kesling, Inc.	90 Skyline Plaza Dr	Buckhannon	WV	26201	304-473-1126		
Vato Fitness Charles Town LLC	136 Patrick Henry Way	Charles Town	WV	25414	304-433-5959		*
Bandon Fitness (Texas), Inc.	5707 MacCorkle Ave SE, Ste 80	Charleston	WV	25304	304-925-8500		
Kesling, Inc.	46 Plantation Way	Elkins	WV	26241	681-298-5017		*
Jeremy Elswick	303 Crossing Mall	Elkview	WV	25071	304-965-8888		
Huntington Hospitalist Group, Inc.	3006 Staunton Rd	Huntington	WV	25702	718-213-2964	Projected to open in TBD, WV**	
Daniel Miller	7 Liberty Plz	Hurricane	WV	25526	304-757-2407		
Mountaineer Fitness, Inc.	475 Oakland St	Morgantown	WV	26505	304-745-2001		*
Durand AF, LLC	1410 Lafayette Ave	Moundsville	WV	26041	304-810-0454		
Antioch AF LLC	265 N State Rt 2	New Martinsville	WV	26155	304-455-8900		
David McIntyre	404 Kanawha Avenue	Nitro	WV	25143	681-945-7912	Projected to open in TBD, OH**	*
David McIntyre	404 Kanawha Avenue	Nitro	WV	25143	681-945-7912	Projected to open in Upper Arlington, OH**	*

Daniel Miller	345 Mall Rd	Oak Hill	WV	25901	304-469-5204		*
Protti-Lawrence Fitness LLC	1284 Stafford Dr	Princeton	WV	24740	681-282-5514		
Daniel Miller	100 Fitness Dr	Ripley	WV	25271	304-372-8381		*
Daniel Miller	1445 MacCorkle Ave	St. Albans	WV	25177	304-727-4500		
Kesling, Inc.	235 Merchant Walk	Summersville	WV	26651	681-355-0214		*
Tim Restle	534 Yellowstone Ave	Cody	WY	82414	307-578-8550		
AMORETTI, LLC	943 Amoretti St	Lander	WY	82520	307-332-2811		
Tim Restle	230 N Clark St	Powell	WY	82435	307-271-7300		
Blue Star Investments V, LLC	2240 Coffeen Ave	Sheridan	WY	82801	307-655-5746		*

** Outlet not yet open

EXHIBIT C-2

LIST OF FRANCHISEES WHO LEFT THE SYSTEM DURING THE YEAR ENDED DECEMBER 31, 2023

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
Lets Make It Happen, LLC	Mobile	AL	251-581-3541			
DEV Fitness, Inc.	Montgomery	AL	334-451-0439			
Eardley Health, LLC	Semmes	AL	251-421-0832			
Michael Northcutt	Anchorage	AK	907-252-3610			
Pump Fitness, LLC	Apache Junction	AZ	480-232-6242	*		
Hana Khorchid, Sherief Afifi and Foza Khorchid	Avondale	AZ	480-494-6530			
CLS Investment Properties LLC	Goodyear	AZ	602-510-5252			
FIT Enterprises, LLC	Mesa	AZ	714-310-8944	*		
Branden Bunker and Brian McColgan	Phoenix	AZ	801-361-8979			
William Nicholls and Barbara Nicholls	Phoenix	AZ	602-909-4832	*		
Brad Richardson and Brent Richardson	Queen Creek	AZ	480-226-7777			
Wilfer Henderson	Magnolia	AR	501-960-1988			
Omada Holdings LLC	Marion	AR	417-274-3787	*		
Omada Holdings, LLC	Marion	AR	417-274-3787	*		
Lance Daigle	Maumelle	AR	985-714-1688			
Aaron Miller	Apple Valley	CA	760-267-2229	*		
Humble Fitness Beaumont Inc.	Cathedral City	CA	760-534-9722			
Karmen Nenahlo	Danville	CA	507-382-1299			
MKC Fitness	Dublin	CA	408-203-1432	*		
Fazz LLC	Fairfield	CA	707-299-0136	*		
Camarillo ATF Inc.	Folsom	CA	775-220-0964	*		
David James	Glendale	CA	909-922-4192			
David LaGree	Morgan Hill	CA	850-324-9000	*		
RealTalk Entertainment, LLC	Morgan Hill	CA	408-583-7220		*	
RealTalk Entertainment, LLC	Morgan Hill	CA	408-583-7220		*	
RealTalk Entertainment, LLC	Morgan Hill	CA	408-583-7220		*	
RealTalk Fitness of Royal Palm Beach, LLC	Morgan Hill	CA	408-583-7220			
JR Fit Enterprise, LLC	Murrieta	CA	951-400-7348	*		
Grant Witham	Novato	CA	707-490-4682	*		
NorCal Whole Health, Inc.	Petaluma	CA	707-480-6978	*		
Earn It Fitness, LLC	Redondo Beach	CA	310-292-4514			
VM FitBoys LLC	San Diego	CA	917-860-9372			
Represent Marketing, Inc.	San Jose	CA	650-619-2545	*		
Kelly Barton	Littleton	CO	720-339-3022			
Erick Prohs	Loveland	CO	970-214-7816			
Erick Prohs	Loveland	CO	970-214-7816		*	
Erick Prohs	Loveland	CO	970-214-7816		*	
Erick Prohs	Loveland	CO	970-214-7816		*	
John Levi Loukonen	Loveland	CO	970-391-9298			
Greg Plavidal	Lyons	CO	720-288-2991			
Brady Fitness, LLC	Severance	CO	715-642-0048			
Herb Wieland and	Old Saybrook	CT	860-575-9835	*		

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
Elizabeth Wieland						
Second Bloom, LLC	Lewes	DE	856-340-9252			
CNFJ Fitness LLC	Brandon	FL	813-500-0710	*		
Logic Fitness, LLC	Clearwater	FL	727-200-0114			
T & F Health Services Inc.	Dade City	FL	863-512-0992			
Goodtime Health & Fitness LLC	Deland	FL	321-301-5520	*		
Goodtime Health & Fitness LLC	Deland	FL	321-301-5520	*		
Goodtime Madison LLC	Deland	FL	321-301-5520			
LK Group Holding Company	Fort Pierce	FL	561-994-5850	*		
Fitness Coaching, LLC	Gainesville	FL	330-671-0756	*		
Scott Garvin	Indian Rocks Beach	FL	574-265-1188			
BEAST AF LLC	Lake Worth	FL	612-889-4551	*		
C Harrison Health and Fitness, LLC	Lake Worth	FL	612-889-4551	*		
Genesis Fitness Centers, Inc.	Lakewood Ranch	FL	815-973-4791	*		
Genesis Fitness Centers, Inc.	Lakewood Ranch	FL	815-973-4791	*		
Genesis Fitness Centers, Inc.	Lakewood Ranch	FL	815-973-4791	*		
Jason Krick	Lakewood Ranch	FL	815-973-4791			
Lions Den Fitness, LLC	Land O Lakes	FL	813-948-4867			
Stormbreaker Fitness LLC	Ocala	FL	352-624-7393	*		
Florida Fitness 49th Street, LLC	Oldsmar	FL	727-432-3245			
Florida Fitness 7, LLC	Oldsmar	FL	727-432-3245	*		
GKJRWPFL Inc.	Orlando	FL	407-721-3752			
Tyler Pohjolainen	Orlando	FL	813-385-1322			
Tyler Pohjolainen	Orlando	FL	813-385-1322		*	
Westlake Fitness, LLC	Orlando	FL	813-361-8354			
Fitness Professional 1, LLC	Palm Harbor	FL	440-822-7415			
JCR Endeavors, LLC	Port St. Lucie	FL	903-720-0707	*		
JCR Endeavors, LLC	Port St. Lucie	FL	903-720-0707	*		
GetFit Bayshore Gardens, LLC	Saint Petersburg	FL	224-250-0320	*		
GetFit Ventures LLC	Saint Petersburg	FL	224-250-0320	*		
GetFit Ventures, LLC	Saint Petersburg	FL	224-250-0320			
GetFit Westgate, LLC	Saint Petersburg	FL	224-250-0320	*		
W H Fitness Corporation	Sebring	FL	863-202-7500	*		
James Slack	Tallahassee	FL	850-544-1073	*		
NFG Holdings LLC	Tallahassee	FL	850-727-1290	*		
116 Fitness, LLC	Tampa	FL	813-733-1818	*		
Fitness24 of Florida, Inc.	Tampa	FL	813-404-0823	*		
Fitness24 of Florida, Inc.	Tampa	FL	813-404-0823	*		
Fitness24 of Florida, Inc.	Tampa	FL	813-404-0823	*		
Tin2 Fitness Inc.	Winter Garden	FL	407-587-9500	*		
PLH Mngmt Inc.	Acworth	GA	713-410-1677			
Eason Cable Enterprises LLC	Dublin	GA	478-697-6872	*		
Eason Cable Enterprises LLC	Dublin	GA	478-697-6872	*		
Evans Wellness, LLC	Evans	GA	270-303-6574	*		
The Osuwah Legacy KR LLC	Fort Benning	GA	404-750-6764			

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
R&R ShapeUp LLC	Mcdonough	GA	727-388-9015			
Julian Segar and Judson Zachary	Riverdale	GA	678-409-3858			
Savannah Fitness Group, Inc.	Savannah	GA	912-695-0691	*		
Savannah Fitness Group, Inc.	Savannah	GA	912-695-0691	*		
Savannah Fitness Group, Inc.	Savannah	GA	912-695-0691	*		
Mills Fitness LLC	Waverly	GA	850-341-7063	*		
Mills Fitness LLC	Waverly	GA	850-341-7063	*		
Bethany Ross and Kalani Ross	Lahaina	HI	808-283-6056			
Bradshaw Development, Inc	Coeur D'Alene	ID	509-833-4406			
Angela Carpenter and Brian Foisy	Moscow	ID	208-669-1626			
Angela Carpenter and Brian Foisy	Moscow	ID	208-669-1626		*	
BLLENZ Fit LLC	Moscow	ID	208-310-3242	*		
Elmo Fitness LLC	Mountain Home	ID	208-590-3932	*		
Elmo Fitness LLC	Mountain Home	ID	208-590-3932	*		
DJB Fitness LLC	Bolingbrook	IL	630-988-1396	*		
James Janetopoulos	Brookfield	IL	708-829-8003			
Johnson Fitness Solutions, LLC	Carterville	IL	618-925-2065			
Modfit Corp.	Chicago	IL	513-739-1135	*		
Modfit Corp.	Chicago	IL	513-739-1135	*		
Modfit Corp.	Chicago	IL	513-739-1135			
Livin' Life Fit LLC	Harvard	IL	815-236-4742	*		
Balvinder Singh	Kildeer	IL	630-209-2791			
Chicago Fitness FP1, LLC	Lemont	IL	312-533-7105			
Latissimus, LLC	Naperville	IL	337-501-9177			
WAGFL, LLC	Naperville	IL	985-518-0510	*		
J3 Fitness Inc.	Oregon	IL	815-721-5154	*		
Joseph Thometz and Patrick Thometz	Orland Park	IL	708-278-2141			
Richard J. Lewandowski and Michael J. Lewandowski	Palos Heights	IL	773-852-5733			
MNO FITNESS, LLC	Yorkville	IL	630-862-9753	*		
Jeff Lauer	Auburn	IN	260-602-9394	*		
Pumping Iron II, LLC	Auburn	IN	260-602-9394			
MAC Fitness, Inc.	Batesville	IN	812-584-5186	*		
Iron Gym, Inc.	Churubusco	IN	260-494-4835	*		
Iron Gym, Inc.	Churubusco	IN	260-494-4835	*		
Iron Gym, Inc.	Churubusco	IN	260-494-4835	*		
Feras Musleh and Mohammade Musleh	Crown Point	IN	219-746-1041			
Yousef Musleh	Crown Point	IN	219-671-6353			
Ashraf Abuaita	Dyer	IN	219-290-9999	*		
Joshua Canarini	Dyer	IN	219-808-7518			
Crackerjack Fitness, LLC	Greenwood	IN	317-601-5134	*		
Walker Investments and Holdings Inc.	Scottsburg	IN	812-820-9091	*		
David and Cathy Hildebrand	Seymour	IN	812-620-4546	*		
Muayad Musleh	Winfield	IN	219-765-5575			
Pro-Fit Solutions, LLC	Zionsville	IN	317-414-7418	*		
Jeff R. Claman and Don C. Romig II, Brenda L. Romig, on behalf of	Boone	IA	515-290-7840	*		

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
Decedent Don C. Romig						
Eric Smith Enterprises Inc.	Burlington	IA	256-899-8918	*		
Chris Evers	Cedar Rapids	IA	563-542-1816	*		
Chris Evers	Cedar Rapids	IA	563-542-1816	*		
Kare4Fitness, LLC	Davenport	IA	563-559-0028	*		
Dubuque ATF, LLC	Iowa City	IA	319-400-2357	*		
Tony Burrier	Iowa City	IA	319-400-2357	*		
North Fayette Fitness, LLC	Prairie du Chien	IA	563-422-7085	*		
Ahlstrom Fitness Consulting, LLC	Waukon	IA	563-380-0218	*		
KEG Enterprises, LLC	Great Bend	KS	620-792-3011	*		
Jerry M. Hill Jr.	Kansas City	KS	785-813-3150			
Highland Fitness, LLC	Baton Rouge	LA	225-315-6175	*		
J BLACKARD FITNESS, LLC	Delhi	LA	318-307-2310			
T & N Fitness Gentilly LLC	Denham Springs	LA	504-446-8155	*		
TWB FITNESS ALGIERS LLC	Denham Springs	LA	504-446-8155	*		
TWB FITNESS GRETNA LLC	Denham Springs	LA	504-446-8155	*		
TWB Fitness Marrero LLC	Denham Springs	LA	504-446-8155	*		
4K FITNESS LLC	Lutcher	LA	225-201-5324	*		
Twenty Four Seven Fitness, LLC	Mandeville	LA	985-264-8461	*		
Gulf Coast Health Partners, Inc.	New Orleans	LA	504-312-2330	*		
EVOLUTION GYM LLC	Shreveport	LA	31-821-6015	*		
Joseph Wisenbaler	SHREVEPORT	LA	318-402-5793	*		
Bobby D. Hines II	Youngsville	LA	337-501-9177	*		
Latissimus, LLC	Youngsville	LA	337-501-9177	*		
Salty AF, Inc.	Youngsville	LA	337-501-9177	*		
Stallion Holdings, LLC	Youngsville	LA	337-384-7921	*		
WAGFL, LLC	Youngsville	LA	337-501-9177	*		
MUT, LLC	Frederick	MD	301-606-9232			Agreement Terminated Before Outlet Opened
Shawnee, Inc	Frederick	MD	240-246-3112			Agreement Terminated Before Outlet Opened
Tyrone Mayer	Germantown	MD	301-760-6167			Agreement Terminated Before Outlet Opened
Prabhakaran A. Raja	Perry Hall	MD	410-296-4966			Non-Renewal
EMM Group Inc.	Acton	MA	978-914-3558			
Eric Rouff	Boston	MA	248-763-3980	*		
John Cherubini	Clinton	MA	978-337-7758			
B4 Fitness & Wellness Partners, LLC	Feeding Hills	MA	413-364-6781			
CMCM Enterprises, LLC	Grafton	MA	508-981-5601	*		
Lance Vachon, Alexandra Ros and Jordan Miller	S. Attleboro	MA	401-996-1133			

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
Barricklow Fitness, LLC	Brooklyn	MI	517-902-7906	*		
MI Chelsea Fit LLC	Chelsea	MI	734-649-3980	*		
Health Clubs Inc.	Clinton Township	MI	248-200-8173			
Blue Roc Studios, LLC	Commerce Twp	MI	734-845-0195	*		
Sherer Fitness, LLC	Dexter	MI	734-754-9076	*		
NLYTND, Inc.	Gladwin	MI	248-417-3694	*		
Durand Fitness, LLC	Lapeer	MI	810-394-1467	*		
MONTE CRISTO INVESTMENTS LLC	Linden	MI	810-447-6133	*		
MONTE CRISTO INVESTMENTS LLC	Linden	MI	810-447-6133	*		
A & A Anytime, Inc.	Marquette	MI	906-346-5615			
AF Haslett, LLC	Mason	MI	517-202-2137	*		
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
Salvatore Maceri III	Shelby Twp	MI	586-405-0493	*	*	
SJ Cape Coral, Inc.	Shelby Twp	MI	586-405-0493	*		
SJ Fraser, Inc.	Shelby Twp	MI	586-405-0493	*		
SJ Holdings, Inc.	Shelby Twp	MI	586-405-0493	*		
SJ Macomb, Inc.	Shelby Twp	MI	586-405-0493	*		
SJ St. Clair Shores, Inc.	Shelby Twp	MI	586-405-0493	*		
ST Clinton Township, Inc.	Shelby Twp	MI	586-405-0493	*		
Debbie and Marvin Henderson	South Lyon	MI	586-202-6852	*		
FIF, Inc.	South Lyon	MI	586-202-6852	*		
FIF, Inc.	South Lyon	MI	586-202-6852	*		
Team LaFond Fitness, LLC	St. Joseph	MI	269-271-5810			
CAPITOL FITNESS, INC.	Sterling Heights	MI	586-222-5009			
May Fitness, LLC	Wixom	MI	248-894-3794	*		
SV Holdings, LLC	Apple Valley	MN	612-455-4100	*		
George Kroll	Brooklyn Park	MN	952-917-7059			
WNW Enterprises, Ltd.	Champlin	MN	763-645-6337	*		
Performance Trinity Life, LLC	Eden Prairie	MN	952-322-0637			
Scott Karo and Christine Dittrich	Excelsior	MN	612-963-7200			
Stillwater Anytime Investment, Inc.	Forest Lake	MN	651-982-4583	*		
Jewell Fitness, LLC	Ham Lake	MN	612-201-1232	*		
Master Fitness, Inc.	Minneapolis	MN	651-792-6704	*		
PLH & Associates - AF Edina, LLC	Minneapolis	MN	608-206-7596			
JMH Group, LLC	Pipestone	MN	605-880-6808	*		

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
JMH Group, LLC	Pipestone	MN	605-880-6808	*		
Versatile Fitness, Inc.	Rollingstone	MN	507-458-7332	*		
TKO Fitness, LLC	St. James	MN	507-375-8682	*		
TKO Fitness, LLC	St. James	MN	507-375-8682	*		
Ames One Fitness, LLC	St. Michael	MN	612-201-9547			
Plattsmouth Fitness, LLC	St. Michael	MN	612-201-9547	*		
Anytimeps, LLC	Columbus	MS	662-524-0118			
TFE RICHLAND MS LLC	Ridgeland	MS	228-697-3150			
AF Missouri, LLC	Columbia	MO	573-449-7332			
SH3 Health Consulting, LLC	Fenton	MO	314-856-8824			
Wildwood Fitness Group, LLC	Grover	MO	314-276-9616	*		
Mack Fitness, LLC	Kansas City	MO	816-868-1279	*		
Austen Pitkanen and Graham Smith	O'Fallon	MO	314-709-9851			
Austen Pitkanen and Graham Smith	O'Fallon	MO	314-709-9851		*	
Bradbury Fitness, LLC	Osage Beach	Mo	314-616-4919	*		
Edwin Van Weelden, Samantha Van Weelden, Andrew Matulek and Lyn Havin	Union	MO	573-450-0332	*		
Prairie View Fitness, LLC	Edgar	NE	402-224-1423	*		
Pro Body Fit, LLC	Elkhorn	NE	402-686-0188	*		
815 Fitness, LLC	Fremont	NE	402-720-1130	*		
JATA Corp.	Gretna	NE	402-490-6720	*		
Southside Fitness LLC	Kearney	NE	308-224-4539	*		
Southside Fitness, LLC	Kearney	NE	308-224-4539	*		
Markus Grubham	Omaha	NE	402-214-5211			
Amy Paolinelli	Henderson	NV	562-331-6241			
AF Summerlin LLC	Las Vegas	NV	510-415-4412	*		
Code 22 Fitness, LLC	Las Vegas	NV	240-876-6082	*		
TIP INVESTMENTS, LLC	Las Vegas	NV	702-449-9556			
Vital Physio LLC	Las Vegas	NV	702-622-5082	*		
All4good, Inc.	Reno	NV	530-570-7446	*		
Fall Forward Fitness & Wellness Center, LLC	Chester	NH	603-560-7799			
CMS FITNESS, L.L.C.	Mullica Hill	NJ	856-237-3368	*		
HOPEWELL FITNESS, L.L.C.	Mullica Hill	NJ	856-237-3368	*		
WILLIAMSTOWN FITNESS, L.L.C.	Mullica Hill	NJ	856-237-3368	*		
Operation Fit Corp	Toms River	NJ	732-600-4377			
Houston Ward	Albuquerque	NM	843-826-9555			
Team Guys 3, LLC	Albuquerque	NM	505-426-4234			
Team Guys, LLC	Albuquerque	NM	505-426-4234	*		
Team Guys, LLC	Albuquerque	NM	505-426-4234	*		
Team Guys, LLC	Albuquerque	NM	505-426-4234	*		
Scott Daley and Brooke Daley	Hudson Falls	NY	518-747-0439	*		
Scott Daley and Brooke Daley	Hudson Falls	NY	518-747-0439	*		
Fitness 11, LLC and Nicole Tammelin	Blowing Rock	NC	704-366-5776	*		
AF of Lancaster, LLC	Charlotte	NC	704-849-7968	*		
ConklinFit LLC	Charlotte	NC	541-786-5451	*		
ConklinFit LLC	Charlotte	NC	541-786-5451	*		
SpartyOn, LLC	Charlotte	NC	248-231-2286	*		
Pointe Fitness Group	Charlotte	NC	704-241-5757			

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
LLC						
Method Training and Fitness, LLC and Stephanie Stoisits	Cornelius	NC	804-920-3868			
Nikolai Maximov	Hendersonville	NC	828-707-8020	*		
Team AFG LLC	Julian	NC	336-382-5713	*		
Fitness 360 LLC	Morrisville	NC	984-833-8378	*		
Jonathan Rogers and Daniel Rogers	Ocean Isle Beach	NC	219-921-3880	*		
MedBrill Investments, LLC	Raleigh	NC	919-610-7857	*		
Team Ski Fitness LLC	Southern Pines	NC	910-709-9422	*		
Team Ski Fitness LLC	Southern Pines	NC	910-709-9422	*		
Grinnell Family Fitness LLC	Waxhaw	NC	608-217-2846	*		
Grinnell Family Fitness LLC	Waxhaw	NC	608-217-2846	*		
Heiden Fitness, LLC	Fargo	ND	701-215-4554			
Dakota Fitness, LLC	Golden Valley	ND	701-870-0213	*		
Hoosier Fitness, Inc.	Dublin	OH	614-557-0652			
Erick Donges and Tara Donges	Hamilton	OH	513-259-1485	*		
Jostco, LLC	Masury	OH	814-853-2358			
C&T Fitness, LLC	Troy	OH	937-672-0686	*		
C&T Fitness, LLC	Troy	OH	937-672-0686	*		
Phase 2 Holdings Company, LLC	Edmond	OK	405-205-1147	*		
EJJ Fitness LLC	Moore	OK	405-246-8233	*		
DOUBLE W FITNESS, LLC	Oktaha	OK	520-249-4961	*		
Brad Cohen	Cottage Grove	OR	541-521-9231			
Brad Cohen	Cottage Grove	OR	541-521-9231		*	
Brad Cohen	Cottage Grove	OR	541-521-9231		*	
Powerhouse Gym & Fitness Center, Inc.	Lake Oswego	OR	707-484-4896			
Powerhouse Gym & Fitness Center, Inc.	Lake Oswego	OR	707-484-4896			
Powerhouse Gym & Fitness Center, Inc.	Lake Oswego	OR	707-484-4896			
Powerhouse Gym & Fitness Center, Inc.	Lake Oswego	OR	707-484-4896			
Boise Fitness LLC	Sutherlin	OR	541-430-3788	*		
Boise Fitness LLC	Sutherlin	OR	541-430-3788	*		
Titus Murray	Gibsonia	PA	412-651-2110			
Fitness Partners Holdings PA OZ, LLC	Irwin	PA	412-848-3295	*		
Fitness Partners Holdings PA OZ, LLC	Irwin	PA	412-848-3295	*		
Fitness Partners Holdings PA OZ, LLC	Irwin	PA	412-848-3295	*		
Fitness Partners Holdings PA OZ, LLC	Irwin	PA	412-848-3295	*		
Fitness Partners Holdings PA OZ, LLC	Irwin	PA	412-848-3295	*		
Fitness Partners Holdings PA OZ, LLC	Irwin	PA	412-848-3295	*		
Fitness Partners Holdings PA OZ, LLC	Irwin	PA	412-848-3295			
Fitness Partners Holdings PA OZ, LLC	Irwin	PA	412-848-3295			
Fitness Partners Holdings PA, LLC	Irwin	PA	412-848-3295	*		
Fitness Partners Holdings PA, LLC	Irwin	PA	412-848-3295	*		

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
Fitness Partners Holdings PA, LLC	Irwin	PA	412-848-3295	*		
Benjamin Bell	Lafayette Hill	PA	610-715-1181			
Douglas Brown	Latrobe	PA	412-817-5868			
Vell9 Fitness, LLC	Lebanon	PA	610-597-3934			
Vell9 Fitness, LLC	Lebanon	PA	610-597-3934			
Sean and Lori Sites	New Park	PA	443-655-4295	*		Outlet located in MD
Sean Sites and Lori Sites	New Park	PA	443-655-4295	*		Outlet located in MD
Sites Fitness of Delaware, LLC	New Park	PA	443-655-4295	*		
Sites Fitness of PA, LLC	New Park	PA	443-655-4295	*		
Sites Fitness, LLC	New Park	PA	443-655-4295	*		Outlet located in MD
SDJ Philly Fitness, LLC	Philadelphia	PA	267-225-6015	*		
Andrew Noll Fitness LLC	Beaufort	SC	201-669-1398	*		
K & O Fitness, LLC	Blythewood	SC	843-833-0044			
Drew Mobley	Columbia	SC	803-546-8578	*		
Alpine Fitness, Inc.	Inman	SC	864-490-2802	*		
Cali-Carolina Fitness, LLC	Murrells Inlet	SC	559-920-1952	*		
South Carolina Fitness, LLC	Murrells Inlet	SC	559-920-1952	*		
Tara Gray and Loren Gray	Rock Hill	SC	803-230-6658			
Gym Rescue LLC	Williamston	SC	706-224-9472			
Mindful Life of Arlington Heights, LLC	York	SC	847-830-0165			
Mindful Life, LLC	York	SC	847-830-0165			
Trinity Fitness, LLC	Knoxville	TN	865-773-9328			
Jeffrey Harper and Maria Bedolla	Nashville	TN	205-919-1992			
Jeffrey Harper and Maria Bedolla	Nashville	TN	205-919-1992			
Shubash Singh and Jelene Singh	Nolensville	TN	615-496-8471			
Fish Gill Fitness LLC	Amarillo	TX	806-683-1120	*		
Fish Gill Fitness LLC	Amarillo	TX	806-683-1120			
Roger Maffia and Robyne Maffia	Argyle	TX	214-632-3232			
Bandon Fitness (Texas), Inc.	Austin	TX	858-568-3110	*		
Clinton Lee Fuselier Jr	Austin	TX	832-570-5637		*	
Clinton Lee Fuselier Jr	Austin	TX	832-570-5637		*	
Clinton Lee Fuselier Jr	Austin	TX	832-570-5637		*	
Clinton Lee Fuselier Jr	Austin	TX	832-570-5637		*	
Clinton Lee Fuselier Jr	Austin	TX	832-570-5637		*	
Clinton Lee Fuselier Jr	Austin	TX	832-570-5637		*	
Clinton Lee Fuselier Jr	Austin	TX	832-570-5637		*	
Clinton Lee Fuselier Jr	Austin	TX	832-570-5637		*	
Flotrell LLC	Austin	TX	512-667-4018			
TD Fitness, LLC	Bastrop	TX	512-650-3854	*		
Bee Fit 4 Life, LLC	Beeville	TX	361-362-1700	*		
TX4Rest, LLC	Boerne	TX	210-861-9219	*		
Kristen Stewart and David Stewart	buda	TX	512-299-5489			
Toan Tran and Mark Lee	Carrollton	TX	972-365-7029			

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
Toan Tran and Mark Lee	Carrollton	TX	972-365-7029			
Parker Built Gyms LLC	Conroe	TX	713-725-6315			
Parker Built Gyms LLC	Conroe	TX	713-725-6315			
Bandon Fitness (Texas), Inc.	Dallas	TX	858-568-3110	*		
Bandon Fitness (Texas), Inc.	Dallas	TX	858-568-3110	*		
Bandon Fitness (Texas), Inc.	Dallas	TX	858-568-3110	*		
Lisa Ayala and Armando Ayala Jr	Forney	TX	469-367-2207			
Vimal Bhakta and Vimal Patel	Fort Stockton	TX	432-940-8425			
LA Fuente Lifestyle, LLC	Georgetown	TX	512-903-2806	*		
BR Endeavors, Inc.	Gladewater	TX	903-315-8383			
Tonmar Enterprises, LLC	Hondo	TX	214-536-1797			
LifeNreach Inc.	Irving	TX	469-964-5201			
Christopher Rumsey and John Simon Gray	Josephine	TX	903-353-8171	*		
OTSS Fitness, LLC	Kaufman	TX	972-932-2219	*		
Dale DeLatte	Keller	TX	504-606-0306	*		
DFH LV, LLC and Danielle Koller and Nicole Welborn, individually	Keller	TX	603-289-7842	*		
365 Family Fitness, LLC and Brent Johnson	Little Elm	TX	469-733-4033			
CANON FAMILY FITNESS LLC and Brent Johnson	Little Elm	TX	469-733-4033	*		
AFFS, LLC	Marshall	TX	903-926-3049	*		
Dog Gum LLC	McKinney	TX	469-556-2341			
Steve Arron Investments LLC	Plano	TX	972-839-0943	*		
Steve Arron Investments LLC	Plano	TX	972-839-0943			
Chennault Investments, LLC	Rockwall	TX	903-356-1013	*		
OCHOSI ENTERPRISES LLC	San Antonio	TX	210-867-9166	*		
Zackmeister Enterprises, Inc.	San Antonio	TX	210-428-3031	*		
RPCC Fit, LLC	Spring Branch	TX	979-241-1948	*		
RPCC Fit, LLC	Spring Branch	TX	979-241-1948	*		
Madry Barton, LLC	Sugar Land	TX	713-714-7136			
Engert & Fuselier Investments, LLC	The Woodlands	TX	936-777-0080			
Hallsville, TX-3/1/2023	The Woodlands	TX	936-777-0080	*		
Phillip Johns	Victoria	TX	361-935-2137	*		
Traykon Johnston	Mapleton	UT	801-707-2187	*		
Matthew Wilkinson	Shaftsbury	VT	802-855-1920	*		
Profectus Investments, LLC	Arlington	VA	801-369-2655			
Profectus Investments, LLC	Arlington	VA	801-369-2655			
Profectus Investments, LLC	Arlington	VA	801-369-2655			
Christopher Pike	Broadlands	VA	908-334-7991			
Allied Fitness, LLC	Centreville	VA	239-565-7253	*		
BR Fitness, LLC	Centreville	VA	239-565-7253	*		
Cville Fitness, LLC and	Charlottesville	VA	434-665-1968			

Name	City	State	Phone	Transfer	~~Area Development Agreement~~ADA	Notes
Richard Kevin Pleasants						
William Bouweiri	Lovettsville	VA	703-407-4525			
Goodlynn Ventures, LLC	Smithfield	VA	757-870-3331	*		
MA FIT LLC	Suffolk	VA	757-927-0879	*		
MC Fitness LLC	Suffolk	VA	757-927-0879	*		
Tadik Corporation	Woodbridge	VA	505-366-4592	*		
Fit Family Lynnwood, LLC	Brier	WA	206-245-4601			
Fit Family Lynnwood, LLC	Brier	WA	206-245-4601			
Asa Hansen	Edgewood	WA	253-370-6758			
DDK Fitness LLC	Electic City	WA	509-633-1664	*		
Rocky Mountain Health & Fitness, Inc.	Ellensburg	WA	509-607-0250	*		
EB Industries, Inc.	Elma	WA	360-339-3733	*		
Firas Kaddah	Kent	WA	253-347-7869	*		
Gregory Martin	Spokane	WA	443-902-1818			
J&L Fitness LLC	Woodinville	WA	206-465-3630	*		
David McIntyre	Nitro	WV	681-945-7912			
Daniel Miller	St. Albans	WV	304-550-3037			
SBoyea Enterprises, LLC	Abrams	WI	920-785-1530	*		
Lawrence Lupton	Brookfield	WI	262-409-5885	*		
First Down Fitness LLC	De Pere	WI	608-598-9652	*		
First Down Fitness LLC	De Pere	WI	608-598-9652	*		
CJMA Inc.	Franksville	WI	224-629-2541	*		
Helium Enterprises, LLC	Holmen	WI	608-792-5003	*		
Marbles & Helium, LLC	Holmen	WI	608-792-5003	*		
Rick and Diane Eickmeier	Holmen	WI	608-792-5003	*		
NXT Level Fitness, LLC	Hortonville	WI	920-810-2883			
AF Eau Claire, LLC	Hudson	WI	608-213-8700	*		
Kilnea Enterprises, LLC	Kroenwetter	WI	715-212-4610	*		
McKinney & Sons LLC	Luck	WI	715-554-4159	*		
McKinney & Sons LLC	Luck	WI	715-554-4159	*		
Thunderfitness LLC	Milwaukee	WI	414-736-6866	*		
MLB Fitness, LLC	Mineral Point	WI	608-574-5838	*		
North Fayette Fitness, LLC	Prairie du Chien	WI	563-422-7085	*		
North Fayette Fitness, LLC	Prairie du Chien	WI	563-422-7085	*		
North Fayette Fitness, LLC	Prairie du Chien	WI	563-422-7085	*		
Kristopher Ganske	Sun Prairie	WI	608-358-9351	*		
Eric Stickney	Tomah	WI	608-343-8580	*		
Acorn Kinetix LLC	Wauwatosa	WI	715-577-2504	*		

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

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

EXHIBIT D

FINANCIAL STATEMENTS AND GUARANTEE

SEB FRANCHISING GUARANTOR LLC

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

GUARANTEE OF FRANCHISOR OBLIGATIONS

UNAUDITED BALANCE SHEETS AND INCOME STATEMENTS
FOR THE PERIOD ENDED FEBRUARY 29, 2024

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

SEB FRANCHISING GUARANTOR, LLC

FINANCIAL STATEMENTS

December 31, 2023 and 2022

SEB FRANCHISING GUARANTOR LLC
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REDPATH AND COMPANY

INDEPENDENT AUDITOR'S REPORT

To the Member
SEB Franchising Guarantor LLC
Woodbury, Minnesota

Opinion

We have audited the accompanying financial statements of SEB Franchising Guarantor LLC, which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of loss, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SEB Franchising Guarantor LLC as of December 31, 2023 and 2022, 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 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 Financial Statements section of our report. We are required to be independent of SEB Franchising Guarantor LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating 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 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 SEB Franchising Guarantor LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's 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 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 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 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 SEB Franchising Guarantor LLC'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 SEB Franchising Guarantor LLC'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.

Redpath and Company, LLC

REDPATH AND COMPANY, LLC
St. Paul, Minnesota

March 27, 2024

FINANCIAL STATEMENTS

SEB FRANCHISING GUARANTOR LLC
BALANCE SHEETS
December 31, 2023 and 2022

Statement 1

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	$5,000,000	$5,000,021
Total assets	$5,000,000	$5,000,021
Liabilities and Member's Equity		
Member's equity	$5,000,000	$5,000,021
Total liabilities and member's equity	$5,000,000	$5,000,021

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

SEB FRANCHISING GUARANTOR LLC
STATEMENTS OF LOSS
For The Years Ended December 31, 2023 and 2022

Statement 2

	2023	2022
General and administrative expenses	$597	$1,035
Other income:		
Interest income	146	249
Net loss	($451)	($786)

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

SEB FRANCHISING GUARANTOR LLC
STATEMENTS OF MEMBER'S EQUITY
For The Years Ended December 31, 2023 and 2022

Statement 3

	Member's Equity
Balance at December 31, 2021	$5,000,021
Contributions	786
Net loss	(786)
Balance at December 31, 2022	5,000,021
Contributions	430
Net loss	(451)
Balance at December 31, 2023	$5,000,000

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

SEB FRANCHISING GUARANTOR LLC
STATEMENTS OF CASH FLOWS
For The Years Ended December 31, 2023 and 2022

Statement 4

	2023	2022
Cash flows used in operating activities:		
Net loss	($451)	($786)
Cash flows provided by financing activities:		
Contributions	430	786
Decrease in cash and cash equivalents	(21)	-
Cash and cash equivalents - beginning of year	5,000,021	5,000,021
Cash and cash equivalents - end of year	$5,000,000	$5,000,021

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

Note 1 NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

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

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

The activities of the Company are limited to:

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

CASH AND CASH EQUIVALENTS

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

INCOME TAXES

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

FAIR VALUE MEASUREMENTS

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

Generally, the three levels are as follows:

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

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

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

SUBSEQUENT EVENTS

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

Note 2 GUARANTEES

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

Note 3 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 financial statements of the Company.

GUARANTEE OF PERFORMANCE

For value received, **SEB FRANCHISING GUARANTOR LLC**, a Delaware limited liability company (the "Guarantor"), located at 111 Weir Drive, Woodbury, Minnesota 55125, absolutely and unconditionally guarantees to assume the duties and obligations of **ANYTIME FITNESS FRANCHISOR LLC**, located at 111 Weir Drive, Woodbury, Minnesota 55125 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement and Area Development Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement and Area Development Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement and Area Development Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement and Area Development Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Woodbury, Minnesota, on the 1st day of April, 2024.

GUARANTOR:

SEB FRANCHISING GUARANTOR LLC

By:_____
James Goniea
Its: Secretary

4856-5345-5515, v. 1

SEB FRANCHISING GUARANTOR LLC

FINANCIAL STATEMENT (UNAUDITED)

FEBRUARY 29, 2024

SEB FRANCHISING GUARANTOR LLC
BALANCE SHEET
February 29, 2024

	2024
Assets	
Current assets:	
Cash and cash equivalents	$ 5,000,000
Total assets	$ 5,000,000
Liabilities and Member's Equity	
Member's equity:	
Member's equity	$ 5,000,000
Total liabilities and member's equity	$ 5,000,000

SEB FRANCHISING GUARANTOR LLC
STATEMENT OF LOSS
For the Period Ending February 29, 2024

	YTD 2024
General and administrative expenses	$ 184
Other income:	
Interest income	-
Net loss	$ (184)

ANYTIME FITNESS, LLC

AUDITED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

UNAUDITED BALANCE SHEETS AND INCOME STATEMENTS
FOR THE PERIOD ENDED FEBRUARY 29, 2024

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

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.

ANYTIME FITNESS, LLC AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENT (UNAUDITED)

FEBRUARY 29, 2024

ANYTIME FITNESS, LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
February 29, 2024

		2024
Assets		
Current assets:		
Cash and cash equivalents	$	13,286,383
Restricted cash		6,233,792
Accounts receivable, net of allowance for doubtful accounts		11,513,068
Vendor rebates receivable		5,313,872
Due from related parties		6,613,046
Inventory		5,188,052
Prepaid expenses		7,407,137
Other current assets		103,393
Deferred compensation, current portion		353,264
Total current assets		56,012,007
Property and equipment, net		3,318,505
Other assets:		
Operating lease right-of-use assets		3,637,086
Intangible assets, net of accumulated amortization		2,071,004
Software development costs, net of accumulated amortization		17,216,522
Goodwill		141,521
Other assets		175,286
Deferred compensation, net of current portion		1,150,253
Total other assets		24,391,672
Total assets	$	83,722,184
Liabilities and Member's Deficit		
Current liabilities:		
Current maturities of long-term debt	$	3,637,500
Current maturities of operating lease liabilities		1,000,479
Accounts payable		6,402,876
Accrued expenses and other current liabilities		5,880,094
Due to related parties		549,498
Deferred revenue, current portion		9,959,170
Total current liabilities		27,429,617
Long-term liabilities:		
Long-term debt, net of current maturities and financing costs		475,400,959
Operating lease liabilities, net of current maturities		3,050,290
Deferred revenue, net of current portion		34,321,079
Total long-term liabilities		512,772,328
Total liabilities		540,201,945
Member's deficit:		
Member's deficit		(456,513,797)
Accumulated other comprehensive income		34,036
Total member's deficit		(456,479,761)
Total liabilities and member's deficit	$	83,722,184

ANYTIME FITNESS, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
For the Period Ending February 29, 2024

	YTD 2024
Revenues:	
Franchise royalties	$ 12,025,598
Franchise fees	2,105,440
Sales	7,529,798
Advertising fund revenue	2,917,220
Vendor rebates	9,234,540
Other revenues	235,032
Total revenues	34,047,628
Cost of goods sold	4,614,093
Gross profit	29,433,535
General and administrative expenses	9,918,988
Advertising fund expense	5,075,665
Total general, administrative, and advertising fund expenses	14,994,653
Income from operations	14,438,882
Other income (expense):	
Interest expense	(4,295,931)
Other income	27,928
Other expense	(350,054)
Total other income (expense)	(4,618,057)
Net income	9,820,825
Other comprehensive income (expense):	
Foreign currency translation adjustments	(1,515)
Comprehensive income	$ 9,819,310

ANYTIME FITNESS, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENT
For the Period Ending February 29, 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 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 E

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

FRANCHISE AGREEMENT

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

ANYTIME FITNESS FRANCHISE AGREEMENT

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RIDER
PERSONAL GUARANTY
STATE-SPECIFIC ADDENDA

ANYTIME FITNESS
FRANCHISE AGREEMENT

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

RECITALS:

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

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

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

AGREEMENTS:

1. GRANT OF FRANCHISE; FRANCHISED LOCATION

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

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

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

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

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

2. TERM; RENEWAL RIGHTS

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

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

1. you have given us written notice at least two hundred ten (210) days prior to the end of the then current term of this Agreement of your desire to renew;

2. you and all entities you are a member, partner or shareholder of, are in compliance with all agreements between you and us and between you and our affiliates, and there has been no series of defaults by you thereunder (i.e., an abnormal frequency of defaults or a default that has occurred repeatedly, or a combination thereof), whether or not such defaults were cured;

3. you make, or provide for in a manner satisfactory to us, such renovation and re-equipping of your Anytime Fitness Center as we deem appropriate to reflect the then-current standards and

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

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

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

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

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

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

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

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

3. MARKS AND COPYRIGHTS

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

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

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

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

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

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

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

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

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

4. INITIAL FRANCHISE FEE

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

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

5. MONTHLY FEE

A. Monthly Fee. You will pay to us a non-refundable monthly royalty payment (the "Monthly Fee"). The Monthly Fee for your center under this Franchise Agreement will initially be Seven Hundred Ninety-nine Dollars ($799) per month. On January 1 of each year, we may increase the Monthly Fee to reflect inflation according to the changes in the Consumer Price Index -- All Items 1982-84 =100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, or its successors, or, in the event the Index is no longer published, by any other comparable instrumentality we select tracking inflation in the United States. The increase will be based on the increase in the Index for the most recent twelve (12) months ended November 30 of each year, and such increase will take effect on January 1.

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

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

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

B. Method of Payment.

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

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

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

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

6. ADVERTISING AND PROMOTION

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

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

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

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

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

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

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

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

C. Local Advertising & Minimum Spend Requirement.

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

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

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

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

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

7. ANYTIME FITNESS CENTER PREMISES

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

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

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

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

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

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

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

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

8. PRE-OPENING AND ONGOING COMPANY OBLIGATIONS/TRAINING

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

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

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

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

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

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

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

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

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

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

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

book the on-site training and pay a One Thousand Five Hundred Dollar ($1,500) re-booking fee in addition to the fee you paid for the on-site training.

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

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

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

9. APPEARANCE AND OPERATION OF YOUR ANYTIME FITNESS CENTER

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

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

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

2. If you do not use our designated architectural vendor to create your Construction Documents, you must pay our then-current fee to review and approve your Construction Documents.

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

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

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

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

B. Signs. You will prominently display, at your expense, both on the interior and exterior of your Anytime Fitness Center premises, signs in such form, color, number, location and size, and containing such Marks as we designate. We also may require you to use illuminated signs. You will obtain all permits

and licenses required for such signs and will also be responsible for ensuring that all signs comply with all laws and ordinances. You will not display in or upon your Anytime Fitness Center premises any sign or advertising of any kind to which we object. We reserve the right to require you to update your signage at any time at your expense.

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

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

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

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

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

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

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

5. You must pay us, our affiliate or other mandatory supplier or vendor the then-current base technology fee ("Base Technology Fee"), which currently includes the support fee for access to the Information System, use of the Club Management Software, certain security system services, fees in connection with using and offering body composition scanner, and fees for using our designated music

vendor. The Base Technology fee is currently Seven Hundred Ninety-nine Dollars ($799) per month for your center under this Franchise Agreement.

We may change the amount and calculation of the Base Technology Fee. The Base Technology Fee may not include the rights to any required digital media content for in-club display. Although not currently required, you may be required to purchase rights to display this digital content in your Anytime Fitness Center during the term of this Agreement.

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

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

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

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

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

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

H. Technology Platforms. Except as described in the Manual or otherwise in writing, we reserve the sole right to advertise the System on the Internet and to offer and sell any products or services via the Internet, including via live-stream, recordings, or any mobile or electronic application, whether web-

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

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

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

2. Notwithstanding any requirements in the standards, specifications and policies of the System that require your Anytime Fitness Center to be open twenty-four (24) hours per day, if any state or local laws require you to have a staff member on the premises at all times that persons are using your Anytime Fitness Center, we may, at our sole discretion, consent to you operating your Anytime Fitness Center less than 24 hours per day. We also require you to staff your Anytime Fitness center for a minimum

amount of hours per week and may require you to offer personal training, nutrition, physical therapy, recovery or other health and wellness coaching services to your members. We may require you to contract with our designated vendor for personal training sales development and coaching services.

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

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

J. Compliance with Laws. You will, at your expense, comply with all applicable local, state, federal and municipal laws, ordinances, rules and regulations pertaining to the operation of your Anytime Fitness Center, including, without limitation, any and all licensing and bonding requirements; health and safety regulations; labor and employment laws; the Americans with Disabilities Act; ; the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR), and other federal and state anti-solicitation laws regulating marketing phone calls; and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type). You will, at your expense, consult an attorney to obtain advice with regard to compliance with all federal and state licensing laws and all other laws relating to the operation of your Anytime Fitness Center. Further, you will, at your expense, be exclusively responsible for determining the licenses and permits required by law for your Anytime Fitness Center, for filing, obtaining and qualifying for all such licenses and permits, and for maintaining all necessary licenses and permits throughout the term of this Agreement. You must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies we periodically may establish. You must notify us immediately of any suspected data breach at or in connection with the Anytime Fitness Center. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

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

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

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

1. The people you retain to work in your Anytime Fitness Center will be your agents and employees. They are not our agents or employees and we are not a joint employer of those persons. It will be up to you to determine who to retain, how many people to retain (subject to any minimum staffing requirements we may prescribe), how you compensate these people, terms of employment and working conditions for your employees, when and how to discipline the people you hire, and when and how to terminate the people you hire. However, you must at all times comply with all applicable employment laws. We will not have any duty or obligation to operate your Anytime Fitness Center, to direct your employees, to schedule your employees, or to oversee your employment policies or practices.

2. If your state or local law requires you to have personnel certified in cardio pulmonary resuscitation or other health procedures, you must comply with these laws.

3. You will designate an individual to serve as the Principal Operator of your Anytime Fitness Center. The Principal Operator will devote his/her best efforts to the supervision and conduct of the development and operation of your Anytime Fitness Center and, as required in this Agreement, will agree to personally be bound by confidentiality and non-competition provisions of this Agreement. The Principal Operator, and anyone owning a controlling interest in your Anytime Fitness Center if other than the Principal Operator, will complete our initial training requirements and will complete all additional training as we may reasonably designate. You must participate in any business review calls we schedule.

4. We will offer training to your employees from time to time, and we may require you to send your employees to training, and pay our then current fees for providing that training. However, the fact that we may offer training to your employees does not relieve you from the primary responsibility to assure your employees are properly trained. You will be solely responsible for all wages, travel, and living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide.

N. Photographs. We will have the right to photograph and make video or digital recordings of your Anytime Fitness Center premises and your employees at all reasonable times. We will have the right to use all photographs and videos or digital recordings of your Anytime Fitness Center for such purposes as we deem appropriate, including, but not limited to, use in training, advertising, marketing and promotional materials, and as evidence in any court or arbitration proceeding, to the extent the consent of any of your employees or others is required for our use of these photographs and recordings for commercial purposes, you will use your best efforts to obtain these consents. Neither you nor your employees will be entitled to any right to be compensated by us, our advertising agencies, or other Anytime Fitness franchisees for any use of such photographs or recordings.

O. Ownership of Information. All of the information we or our affiliates obtain from you or about your Anytime Fitness Center, and all information in your records or ours concerning the members of your Anytime Fitness Center ("the Information") and all revenues we derive from the Information will be our property. However, you may at any time during the term of this Agreement use in the operation of your Anytime Fitness Center (but for no other purpose), to the extent lawful and at your sole risk and responsibility, any information that you acquire from third parties in operating your Anytime Fitness Center, such as customer data. The Information (except for information you provide to us or our affiliates with respect to you and your affiliates, including your respective officers, directors, shareholders, partners or equity members of your entity) will become our property which we may use for any reason as we deem necessary or appropriate in our discretion. You hereby authorize your payment processor to release the

information to us at any time. Following termination or expiration of this Agreement, you will no longer use any of the Information, except to comply with your post-term obligations under this Agreement, and you authorize your payment processor to release the Information exclusively to us and/or our designees.

P. Manual. You will operate your Anytime Fitness Center in accordance with all mandatory provisions of the Manual. You will treat the Manual as confidential, and will use all reasonable efforts to maintain the Manual as secret and confidential. You will use the Manual only in the operation of your Anytime Fitness Center. The Manual will remain our sole property. We may from time to time revise the contents of the Manual. You agree to comply with each new or changed standard. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by us will control. Any required specifications, standards and operating procedures described in the Manual or otherwise exist to protect our interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you.

Q. Access; Reciprocity. You agree to abide by the Anytime Fitness Reciprocity Policy as modified from time to time. This policy will likely prohibit you from selling any membership that does not provide full reciprocity benefits to all your members, and a means of accessing other Anytime Fitness centers on a 24-hour basis (typically through a key fob). This may require you, among others, to transfer members from your center to another center based on the current Anytime Fitness Reciprocity Policy. Apart from allowing membership reciprocity, you will not permit persons who are not members of your Anytime Fitness Center access to your fitness facilities, except on an introductory basis not to exceed thirty (30) consecutive calendar days. You also agree not to transfer members of your Anytime Fitness Center to any other fitness club, without the express written consent of the member (except as may be required by the Anytime Fitness Reciprocity Policy), and in no event will you transfer, or attempt to transfer, any membership to any club that is not a part of the Anytime Fitness System, either during or after the termination or expiration of this Agreement.

R. Coaching Suite. You are required to use our proprietary Coaching Suite ("Coaching Suite"), which will assist you to develop, deliver and maintain a coaching program that may include personal training, small group training and/or large group training, as well as nutrition and recovery coaching for your Anytime Fitness Center. If you directly or through an affiliate own and operate additional Anytime Fitness Centers, you also must offer the Coaching Suite programming at these additional Anytime Fitness Centers, and sign our then-current Coaching Suite addendum, pay the additional Coaching Suite fees, and successfully complete any training we require.

We may modify the Coaching Suite at any time. Currently, the Coaching Suite will assist you with implementing a training program, that may include personal training, small group training and/or large group training, as well as nutrition and recovery coaching. These services may be provided to your members in person or in a virtual format that we approve. We will assist you with setting pricing, training your trainers, creating group sessions, and providing ongoing coaching and personal training programming. We may require credentialing of your trainers and/or health coaches. We may provide virtual health or nutrition coaching to your members for a fee paid to us by your members. We may require you to offer physical therapy and nutrition coaching services either directly or through third parties. If we do, you may be required to use one or more of our designated vendors to provide these services, purchase additional equipment or technology, and provide additional training to your staff. You must comply with any other policies or procedures we may establish concerning the Coaching Suite. Access to the Coaching Suite is included in your Monthly Fees.

We will provide our Coaching Suite training to your Principal Operator if you are an existing franchisee that will now elect to offer the Coaching Suite in your existing Anytime Fitness center(s), and

you have not already successfully completed this training program. This training is offered virtually. You must pay our then-current fee, currently Two Hundred Fifty Dollars ($250). You may also send additional individuals to participate in the Coaching Suite Training for our then-current Coaching Suite Training fee, currently Two Hundred Fifty Dollars ($250) per person.

S. Visits. A representative of ours may make visits to your Anytime Fitness Center to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of your Anytime Fitness Center and all areas of your Anytime Fitness Center at any time during your business hours. Such inspections may include, without limitation, conducting any type of audit or review necessary to evaluate your compliance with all required payments, standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of your Anytime Fitness Center, as we consider necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System. You expressly agree that these visits will not imply that you are in compliance with your obligations under this Agreement or under the law or that we waive our right to require strict compliance with the terms of this Agreement or the Manual. Furthermore, such visits will not create any responsibility or liability in our part. If you request that we make additional visits to your Anytime Fitness Center, you will pay the fees we establish for such visits. You will also allow us to visit your Anytime Fitness Center with prospective franchisees during your business hours.

T. Notices of Default: Lawsuits or Other Claims. You will immediately notify us of, and deliver to us a copy of any notice regarding, a breach, default, claim, lawsuit, administrative or agency proceedings or investigations, or other actions or proceedings relating to your Anytime Fitness Center. Upon request from us, you will provide such additional information as may be required by us regarding the same.

U. Your Dealings With Us and Our Affiliates. You acknowledge that when we are required to perform any services for you, we may use any third parties, including affiliates of ours, to perform those services. We may designate another party to perform, or delegate to another party the performance of, our duties and obligations under this Agreement or authorize that party to act on our behalf. If you are required to pay us a fee for services, we may have you pay that fee directly to the affiliate or third party that performs the service. However, if you are not required to pay us a fee for the service, you will not be obligated to pay any parties we contract with for services that we are required to provide to you without charge under this Agreement. We and our affiliates may also receive rebates or compensation from other parties in connection with the provision of such services.

V. Purchases. You will purchase only such types, models or brands of fixtures, furniture, equipment, inventory, supplies, digital content, and other items that we approve for Anytime Fitness centers as meeting our standards for quality, design, warranties, appearance, function and performance. Although we do not do so for every item, we have the right to approve the manufacturer of any item used or sold in your Anytime Fitness Center. You will not install or maintain at your Anytime Fitness Center any newspaper racks, video games, jukeboxes, gaming machines, gum machines, vending machines, video or similar devices without our, and any necessary governmental, prior written approval. We may require you, in our sole discretion, to purchase certain fixtures, furniture, equipment, inventory, supplies, services, and other items used or offered at your Anytime Fitness Center from suppliers who have been approved by us, in which case we will provide you with a list of approved suppliers.

1. You acknowledge and agree that certain products, supplies or other services, including certain items comprising the Information System, that you may be required to purchase for use in the operation of your Anytime Fitness Center may only be available exclusively from us or our affiliates, or from other mandatory suppliers or vendors that we approve, in our sole discretion. You also

acknowledge and agree that we may designate a single source for certain products, supplies or other services.

2. THOUGH APPROVED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO FIXTURES, FURNITURE, EQUIPMENT (INCLUDING WITHOUT LIMITATION ANY AND ALL REQUIRED COMPUTER SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS.

W. Taxes on Fees. If your state, or any governmental body in your state, charges a tax on any fee you owe to us or to our affiliates, then you are required to pay an additional amount equal to the amount of this tax. (For purpose of clarification, this does not apply to any federal or Minnesota income taxes that we or our affiliates must pay.)

X. National and Regional Accounts. We, or others acting on our behalf, may from time to time solicit companies or organizations that have multiple offices to offer memberships to their employees. If we do so, their employees who want to use Anytime Fitness facilities will be required to join his or her local Anytime Fitness center.

1. You will have the right to participate in, and receive the benefits of, all such programs we establish with companies or organizations that have employees in your market. You will have the right each calendar year, by October 31, to opt out of participating in these programs for the next year. If you do not opt out by the means we specify, then you must honor any membership fees or packages that we quote for any employees of these companies or organizations who want to join your Anytime Fitness Center. Once you opt out, you will not participate in any new programs (unless and until you opt in again), but you must continue to comply with the program requirements for any programs that were in effect before the start of the year for which you exercised your right to opt out of the programs.

2. You may not, without our consent, which consent may be withheld in our sole discretion, solicit or approach any business or organization located outside the geographic market in which your Anytime Fitness Center operates for the purpose of soliciting their employees to join your Anytime Fitness Center when those employees will not be predominantly using that facility, nor may you sell memberships to any such person.

Y. National / Brand-Level Promotions. We may, from time to time, establish national or brand-level marketing campaign(s) or promotional offers in which you may be required to participate, honor or offer, subject to compliance with any applicable state or local laws or regulations. You must honor and participate in all member programs, programs requiring you to offer certain products or services through your Anytime Fitness Center, national campaigns, member/customer loyalty, reward, gift card, service packages, member challenges, and other promotional programs we require.

Z. Bond. You must purchase and maintain in effect at all times during the term of this Agreement, a surety bond for membership fees and pre-paid personal training revenue. The bond must be purchased from a vendor we designate and meet our requirements. If you do not obtain or maintain a bond that meets our requirements and we obtain it for you, you must pay us our then current bond handling fee plus the cost of the premiums we pay for the bond.

AA. Compliance with Privacy Laws. You must comply with all standards, laws, rules, regulations, or any equivalent thereof relating to personal information, data privacy, and data protection, including but not limited to, as applicable, the California Consumer Privacy Act, Cal. Civ. Code Section 1798.100 et seq., and must comply with any privacy policies or data protection and breach response policies

we periodically may establish. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Anytime Fitness Center, unless otherwise directed by us.

10. CONFIDENTIAL INFORMATION/IMPROVEMENTS

A. You acknowledge that all the information you have now or obtain in the future concerning the System and the concepts and methods of promotion franchised hereunder is derived from us pursuant to this Agreement, and that you will treat such information in confidence. You agree never to, directly or indirectly, engage in or abet the misappropriation (as the term "misappropriation" is defined in the Minnesota Uniform Trade Secrets Act), or the disclosure, divulgence, or distribution of all or any part of the System and the concepts and methods of promoting franchises hereunder. You will disclose such confidential information only to such of your employees as must have access to it in order to operate your Anytime Fitness Center and use it only for the operation of your Anytime Fitness Center. At our request, you must deliver to us confidentiality agreements and non-compete agreements in a form satisfactory to us from your owners and the spouses of your owners. The scope of the confidentiality agreements shall be consistent with the provisions of this Section 10.A, and the scope of the noncompete agreements shall be consistent with the provisions of Section 17 of this Agreement.

B. Notwithstanding any provision of Section 10.A, at your discretion, you may allow any financial institution that has loaned money to you or to your business to have access to your books and records to confirm your billings, collections, receivables, and any other financial information you have provided to the financial institution.

C. If you conceive or develop any improvements or additions to the System, new trade names, trade and service marks or other commercial symbols related to your Anytime Fitness Center, or any advertising and promotion ideas related to your Anytime Fitness Center ("Improvements"), you will fully disclose the Improvements to us without disclosure of the Improvements to others, and you will obtain our written approval before using such Improvements. Any such Improvement that we approve may be used by us and all our other franchisees without any obligation to pay you royalties or similar fees. You will assign Improvements to us, and hereby do assign, without charge, any rights, together with the goodwill associated with the Improvements, including the right to grant sublicenses to any such Improvement. We, at our discretion, may make application for and own copyrights, trade names, trademarks and service marks relating to any such Improvement. We also may consider such Improvement as our property and trade secret. We will, however, authorize you to use any Improvement authorized generally for use by our other franchisees.

D. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets in limited circumstances, as specified in the Manual.

11. INSURANCE: INDEMNIFICATION

A. Insurance. You alone will be responsible for any claim, action, loss, damage, liability, injury or death arising out of, or relating to, the operation of your Anytime Fitness Center or arising out of, or relating to, your acts or omissions or the acts or omissions of any of your agents, employees or contractors in connection with the operation of your Anytime Fitness Center. You agree to indemnify and hold us and our affiliates and our respective officers and directors harmless against and from any and all such claims, actions, losses, liability, damages, injuries, or deaths, including costs and reasonable attorneys' fees. You

will obtain and maintain in force and pay the premiums for general liability insurance with complete operations coverage, broad form contractual liability coverage, property damage, and other insurance (including bonds) in such types as we may require (such as cyber insurance and employment practices insurance), or as required by law from time to time. All such policies will have minimum limits we may prescribe from time to time, and will be with carriers who have minimum ratings that we may prescribe from time to time. Such insurance policies will expressly protect both you, us and our affiliates and our respective offices, directors and employees, and will require the insurer to defend both you and us in any action you will submit to us, within thirty (30) days of our request, any and all loss ratios or other information we request in connection with such insurance policies. You will furnish to us a copies of all insurance policies, certificates of insurance, endorsements, or other proof of insurance in the form we require, as set forth above, naming us as an additional insured, and providing that such policy will not be canceled, amended or modified except upon thirty (30) days' prior written notice to us. At our request, you will deliver to us proof of insurance in the form we require and evidence of policy renewals at least thirty (30) business days before expiration. You will have all policies of insurance provide that the insurance company will have no right of subrogation against either party hereto or their respective agents or employees. Maintenance of the insurance requirement will not relieve you of the obligations of indemnification. If you fail to obtain or maintain in force any insurance as required by this Section or to furnish any proof of insurance required hereunder, we may (but have no obligation to), in addition to all other available remedies, obtain such insurance or certificates, and you will promptly reimburse us for all insurance premiums and other costs incurred in obtaining such insurance, including an administrative fee for our time in obtaining the coverage for you. You assume all risks in connection with the adequacy of any insurance or self-insurance program and waive any claim against us for any liability costs or expenses arising out of any uninsured claim, in full or in part, of any nature whatsoever. Your obligation to obtain and maintain these insurance policies in the minimum amounts we require is not limited in any way by reason of any insurance that we may maintain, nor does your procurement of required insurance relieve you of liability under the indemnity obligations described in Section 11(B). Your insurance procurement obligations under this Section are separate and independent of your indemnity obligations. We do not represent or warrant that any insurance that you are required to purchase will provide adequate coverage for you. The requirements of insurance specified in this Agreement are for our protection. You should consult with your insurance agents, brokers, attorney or other insurance advisors to determine the level of insurance protection you need in addition to the coverages and limits we require. If you do not obtain or maintain insurance coverage that meets our requirements and we obtain it for you, you must pay us our then current insurance handling fee plus the cost of the premiums we pay for the insurance.

B. Relationship; Your Indemnification. We and you are independent contractors. Neither we nor you will make any agreements, representations, or warranties in the name of or on behalf of the other or that our relationship is other than franchisor and franchisee. Neither we nor you will be obligated by or have any liability under any agreements, representations or warranties made by the other nor will we be obligated for any damages to any person or property directly or indirectly arising out of the operation of your Anytime Fitness Center. You assume sole and complete responsibility for and will defend at your own cost and indemnify, reimburse and hold harmless us, our affiliates and our respective officers and directors from and against all loss, costs, expenses, obligations and damages and liabilities (including defense costs) arising directly or indirectly out of the development or operation of your Anytime Fitness Center, including, without limitation, claims relating to your employment practices, twenty-four (24) hour unsupervised access, equipment selection, and floor plan, you or your employees' actions or inactions and amounts we pay on your behalf. You will have the right to defend any such claim against you. We, using our own counsel, by notice to you, may control any matter in which we are named or directly affected, but this will not affect your liability to pay all attorneys' fees we incur in defending ourselves, which obligation is part of your indemnification obligation. The indemnities and assumptions of liabilities and obligations set forth in this Agreement will continue in full force and effect subsequent to the expiration or termination of this Agreement.

C. Our Indemnification. We will indemnify you against and reimburse you for any obligations or liability for damages payable to third parties and attributable to agreements, representations or warranties made by us, or caused by our negligence or willful action (so long as such obligations or liabilities are not asserted on the basis of theories such as agency, apparent agency or vicarious liability or claim of negligent failure to compel your compliance with the provisions of this Agreement, the Manual or any other agreement between you and us), and for costs reasonably incurred by you in the defense of any such claim brought against you or in any action in which you are named as a party, provided that we will have the right to participate in and, to the extent we deem necessary, to control any litigation or proceeding which might result in liability of or expense to you subject to such indemnification.

12. FINANCIAL STATEMENTS AND AUDIT RIGHTS

A. Financial Statements. Within thirty (30) days following your fiscal year end, you will, at your own expense, provide us with copies of your financial statements (reviewed by your accountant), including an income statement for the fiscal year just ended and a balance sheet, cash flow statement, and any other document accompanying your financial statements, as of the end of such fiscal year, which financial statements will have been prepared in accordance with generally accepted accounting principles applied on a consistent basis. We will also have the right to request other financial statements, reports and information from you during the year, and you will deliver those financial statements, reports and information to us when, and in the form and manner, we require. Also, on or before April 15 of each year, you must provide us with a copy of your federal tax return and the federal tax returns of your owners for the previous tax year.

B. Review Rights. You will make all of your financial books and records available to us and our designated representatives at all reasonable times for review. Your financial books and records for each fiscal and calendar year will be kept in a secure place and will be available for review by us for at least five (5) years after the end thereof.

13. ASSIGNMENT OF FRANCHISE AGREEMENT

A. By Us. We may transfer or assign this Agreement or any or all of the rights, interests, benefits or obligations arising under it without restriction. Upon any transfer or assignment of this Agreement by us, we will be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

B. Conditions to Your Transfer or Assignment. This Agreement, and your rights and obligations under it, are and will remain personal to you. As used in this Agreement, the term "Transfer" will mean any sale, lease, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by your disability or death or by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets used to operate your Anytime Fitness Center, or of any interest in you, or if you are a corporation, partnership, limited liability company or other entity, a transfer, pledge, assignment, or other disposition of direct or indirect control or ownership of fifty percent (50%) or more of any interest in your entity. In addition, if there are two (2) individuals signing this Agreement as Franchisee, and one (1) of those individuals is no longer involved in the ownership of your Anytime Fitness Center, the withdrawal of that person will be considered a "Transfer." A "Transfer" will also be deemed to occur when there are more than two (2) people listed as the Franchisee and there is a change in the ownership of your Anytime Fitness Center such that less than a majority of the original signators continue to have a majority interest in the equity of the business. You (and your shareholders, partners and members) will not directly or indirectly make a Transfer without our prior written consent and any transfer shall be subject to our right of first

refusal, as set forth in Section 19 below. Unless otherwise provided in this Agreement, we will not unreasonably withhold, delay or condition our consent to a Transfer, subject to all of the following conditions being satisfied:

1. you are in full compliance with this Agreement, you have no uncured defaults, and all your debts and financial obligations to us and our affiliates are current;

2. you provide us with all information we may require concerning the proposed transaction (including a copy of the purchase agreement and all related documents), and the proposed transferee;

3. we are satisfied that the proposed transferee (and if the proposed transferee is an entity, all holders of any interest in such entity) meets all of the requirements for our new franchisees, including, but not limited to, good reputation and character, business experience, and financial strength, credit rating and liquidity, and that the sale price is not excessive;

4. you sign a written agreement in a form satisfactory to us in which you and your investors covenant to observe all applicable post-term obligations and covenants contained in this Agreement and release us and our affiliates from any claims you may have against us, or any further obligations we may have to you;

5. the proposed transferee enters into a new franchise agreement with us, on the terms we then generally offer to new franchisees (including fees payable and size of territory); provided, however, that no new initial franchise fee will be required to be paid, and further provided that the term of that franchise agreement, unless otherwise agreed, will be the remaining term of your franchise agreement;

6. the proposed transferee agrees in writing to perform such maintenance, remodeling and re-equipping of your Anytime Fitness Center that we determine necessary to bring your Anytime Fitness Center in compliance with our then-current standards, including any updates to your technology and security equipment that we determine necessary;

7. after the proposed transferee signs the new franchise agreement with us, the proposed transferee's Principal Operator successfully completes such training and instruction as we deem necessary and appoints a manager we approve to manage the Anytime Fitness Center for the period following the Transfer until the proposed transferee's Principal Operator successfully completes the training and instruction;

8. you and all holders of an interest in you sign a general release, in the form prescribed by us, releasing, to the fullest extent permitted by law, all claims that you or any of your investors may have against us and our affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities;

9. prior to the Transfer, you or the proposed transferee pay to us or the applicable broker, as we designate, any broker fees or commissions that we or you incur in connection with the Transfer; and

10. prior to the Transfer, you pay us a transfer fee. If the Transfer occurs before your Anytime Fitness Center has opened for business, the transfer fee will be Twenty Five Thousand Dollars ($25,000). If the Transfer occurs after your Anytime Fitness Center is open, then the transfer fee will be Nine Thousand Nine Hundred Ninety-nine Dollars ($9,999).

We may expand upon, and provide more details related to, the conditions for transfer and our consent as described in this Section 13(B), and may do so in the Manual or otherwise in writing.

You consent to our releasing to any proposed transferee any information concerning your Anytime Fitness Center that you have reported to us, or that is in our files or otherwise available to us, including but not limited to financial information.

If a transfer or assignment is caused by your death or incapacity (including the death or incapacity of any person directly or indirectly owning fifty percent (50%) or more of an interest in the entity that is the franchisee under this Agreement), the provisions of this Subparagraph B must be met by the heir or personal representative succeeding to your interest; provided, however, if the heir or personal representative assigns, transfers, or sells its interest in the franchise and in your Anytime Fitness Center within one hundred twenty (120) days after your death or incapacity, the transferee, and not the heir or personal representative, must comply with the provisions of this Subparagraph B.

Nothing in this Section will be construed as prohibiting your interests from being pledged as security to an institutional lender who has provided financing to or for your Anytime Fitness Center, provided the institutional lender accepts such security interest subject to our conditions.

C. Acknowledgement of Restrictions. You acknowledge and agree that the restrictions imposed on transfers are reasonable and necessary to protect the goodwill associated with the System and the Marks, as well as our reputation and image, and are for the protection of us, you, and all other franchisees that own and operate Anytime Fitness centers.

14. OUR TERMINATION RIGHTS

A. Without Notice. You will be in default and we may, at our option, terminate this Agreement, without affording you any opportunity to cure the default, effective upon delivery of notice of termination to you, following the occurrence of any of the following events:

1. you are liquidated or dissolved;

2. your Anytime Fitness Center is not constructed strictly according to the plans we have approved and you do not remedy the deficiencies within thirty (30) days after notice from us;

3. you fail to operate for seven (7) consecutive days (unless prevented from doing so by fire, flood, or acts of nature), or otherwise abandon your Anytime Fitness Center, or forfeit the right to do or transact business in the jurisdiction where your Anytime Fitness Center is located, or lose the right to possession of the premises in which your Anytime Fitness Center operates;

4. you or any of your owners make an unauthorized Transfer under this Agreement;

5. you or any of your owners are proven to have engaged in fraudulent conduct, or are convicted of, or plead guilty or no contest to a felony or a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks or the goodwill associated therewith;

6. you are given three (3) or more notices of being in material violation of any of the terms or requirements of this Agreement within any twelve (12) month period, whether or not such defaults are timely cured after notice;

7. you misuse or make any unauthorized use of the Marks and do not cease such misuse or unauthorized use within twenty-four (24) hours' notice from us;

8. you maintain false books or records or submit any false or misleading application, statement or report to us, whether in applying for the franchise or during the term of this Agreement;

9. you fail to open the Anytime Fitness Center for business to the general public by the Required Opening Date in the Rider to this Agreement;

10. you, by act or omission, materially impair the value of, or the goodwill associated with, any of the Marks or the System; or

11. you fail to comply with our requirements for securing real estate.

B. With Notice and Failure to Cure. Except for those defaults provided for under Section 14.A above, you will be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or any other agreement you or any of your affiliates have with us or with any of our affiliates, or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Before we terminate this Agreement as a result of such defaults, we will provide you with thirty (30) days written notice of your default. If the defaults specified in such notice are not cured within the thirty (30) day period (either by you or by any financial institution that has loaned money to you or to your business), we may terminate this Agreement upon the expiration of the thirty (30) day period without further notice. Such defaults will include, without limitation, the occurrence of any of the following events:

1. you fail to construct, remodel, and commence operating your Anytime Fitness Center within the time provided for in this Agreement;

2. you fail, refuse, or neglect to promptly pay when due any monies owing to us, our affiliates, to the General Advertising and Marketing Fund, or to other creditors you have, or to submit the financial or other information required under this Agreement;

3. a threat or danger to public health or safety results from the construction, maintenance, or operation of the Anytime Fitness Center;

4. you offer or sell non-approved products or services or offer or sell products or services via a medium we have not approved; or

5. you, by act or omission in connection with the operation of your Anytime Fitness Center, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body; provided, however, that if such act or omission damages the goodwill associated with the System or the Marks, we will have the right to terminate this Agreement if you do not cure such default within twenty-four (24) hours after notice from us.

C. Standard Default Fee. In addition to our right to terminate the Franchise Agreement, if you breach your obligations under this Agreement and fail to cure the default within the applicable cure period provided above, you must pay us our then-current "Standard Default Fee" until the default is cured in order to offset our costs incurred to address the default. The Standard Default Fee is in addition to any fee that the PCC may levy against you.

D. Applicable Law. If the provisions of this Section 14 are inconsistent with applicable law, the applicable law will apply.

E. Pre-termination Options. Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our affiliates, fail to comply with any term of this Agreement, or notify us that your Anytime Fitness Center is closing, then in addition to our right to terminate this Agreement or to bring a claim for damages, we have the option to:

1. prohibit you from selling paid-in-full memberships, or any membership with a term of more than one (1) year;

2. remove the listing of your Anytime Fitness Center from all advertising published or approved by us;

3. cease listing your Anytime Fitness Center on any Technology Platforms;

4. prohibit you from attending any meetings or programs held or sponsored by us;

5. terminate your access to any computer system or software we own, maintain or license to you (whether licensed by us or by one of our affiliates);

6. suspend your ability to input new members into the check-in software;

7. suspend all services we or our affiliates provide to you under this Agreement or otherwise; and/or

8. contact your landlords, lenders, suppliers and members regarding the status of your operations, and provide copies of any default or other notices to your landlords, lenders and suppliers.

In addition, if you notify us that you are closing your Anytime Fitness Center, or otherwise communicate to others that you are closing your Anytime Fitness Center, you agree that your billing processor may withhold up to one-half (1/2) of monies that would otherwise be payable to you to cover any post-termination obligations you may have, including to reimburse future membership fees paid by your members for periods beyond the closing date, and you authorize us to so instruct your billing processor.

Our actions, as outlined in this Section 14.E may continue until you have brought your accounts current, cured any default, and complied with our requirements, and we have acknowledged the same in writing. The taking of any of the actions permitted in this Section will not suspend or release you from any obligation that would otherwise be owed to us or our affiliates under the terms of this Agreement or otherwise. Further, you acknowledge that the taking of any or all such actions on our part will not deprive you of the most essential benefits of this Agreement, and will not constitute a constructive termination of this Agreement.

15. YOUR TERMINATION RIGHTS: NOTICE REQUIRED

You may terminate this Agreement upon ten (10) days' notice to us if we violate any material obligation to you and fail to cure such violation within thirty (30) days after our receipt of written notice from you; provided, however, that you must be in compliance with the Agreement at the time of giving each notice and at the time of termination. Your written notice of our alleged violation must identify the violation, demand that it be cured, and indicate your intent to terminate this Agreement if it is not cured.

16. YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted to you under this Agreement will terminate, the franchise will revert to us, you specifically authorize us to contact your payment processor and cancel any agreement you may have with that payment processor, and you will have the obligations set forth below, which obligations survive the expiration or termination of this Agreement, along with any other provisions of this Agreement which by their nature may or are to be performed following expiration or termination of this Agreement:

A. You will immediately cease to operate the business franchised under this Agreement, and will not thereafter, directly or indirectly, represent to the public or hold yourself out as an Anytime Fitness franchisee with respect to such business.

B. You will immediately and permanently cease to use, in any manner whatsoever, all confidential information, approved Information System and related software, methods, procedures and techniques used by or associated with the System, and the Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the System, as well as any name, mark, symbol, logo or slogan similar to any of the Marks. You will also specifically authorize us to physically remove any signage bearing any of the Marks that you may fail to remove. Further, if we elect to remove such signage, you will, upon demand, reimburse us for any costs we incur in doing so.

C. You will immediately return to us the Manual, all copies or excerpts thereof, and any property held or used by you that is owned by us and will cease to use, and either destroy or convey to us, all signs, advertising materials, displays, stationery, forms and any other materials that bear or display the Marks.

D. Subject to 16.I below, you will take such actions as may be necessary to cancel any assumed name or similar registration that contains the Mark "Anytime Fitness®" or any other Mark, and will immediately and permanently refrain from and cease all use of the Mark "Anytime Fitness" or any other Mark on or in any Technology Platforms and cancel any Technology Platform you control as we direct. You agree and acknowledge that your continued use of the Marks after the expiration or termination of this Agreement will be without our consent and will constitute an "exceptional case" under federal trademark law (15 U.S.C. § 1117) entitling us to recover treble damages, costs and attorneys' fees.

E. You will, within five (5) days after termination or expiration of this Agreement, contact all members of your Anytime Fitness Center who prepaid for their memberships, and offer full refunds of any unearned payments, calculating the unearned payments on the basis of the number of days during the prepayment period your Anytime Fitness Center operated under the terms of this Agreement, and the number of days for which payment was made. You also authorize your payment processor to refund such amounts directly to your members from any funds that would otherwise be payable to you. By way of example only, if a person prepaid for an annual membership that began on January 1, and this Agreement expired or terminated on January 30 of that year, you would be obligated to return to that member 335/365 of the prepayment you received.

F. You will, within five (5) days of our request, assign to us or to the owner of any other Anytime Fitness center we designate, any of the membership agreements you have with members of your Anytime Fitness Center that we designate for assignment.

G. You will, within ten (10) days after termination or expiration of this Agreement, make such modifications and alterations to your Anytime Fitness Center premises as may be necessary to distinguish the appearance of the premises from all attributes of the System and will make such specific additional

changes thereto as we may request. You agree that, at a minimum, such modifications will include: (i) removal of all signage; (ii) alteration of the color scheme and decor; and (iii) discontinuation of the use of any item containing any of the Marks.

H. Within five (5) days after termination, you will pay to us all amounts owed to us under this Agreement, including the Monthly Fees and advertising and marketing fees that would be due through the date this Agreement was scheduled to expire. Further, if this Agreement is terminated for any reason other than as a result of a material breach of this Agreement by us that is not cured within thirty (30) days following notice from you, such sums will include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default and the termination. You agree that until such obligations are paid in full, you hereby grant us a lien against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on your Anytime Fitness Center premises on the date this Agreement terminates or expires and authorize us to file financing statements and other documents we deem appropriate to perfect such lien.

I. If requested by us, you will take all further action and execute all documents necessary to convey and assign to us all telephone and fax numbers that have been used in the operation of your Anytime Fitness Center, as well as any other registrations or listings for any Technology Platforms that include the words "Anytime Fitness" or if we do not so request, you will cease all use of such telephone numbers and Technology Platforms that include the words "Anytime Fitness."

J. You will comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information.

K. We may, if you fail or refuse to do so, execute in your name and on your behalf, any and all actions and/or documents that may be necessary to affect your obligations under Sections 16.D and 16.I, and you hereby irrevocably appoint us as your attorney in fact to do so, which appointment is coupled with an interest.

L. You will furnish us with written evidence satisfactory to us of compliance with all the obligations set forth in this Section 16 within thirty (30) days after termination or expiration of this Agreement.

M. Upon expiration or termination of this Agreement, we have the option, upon thirty (30) days' written notice from the date of expiration or termination, to purchase from you all or any portion of the tangible and intangible assets relating to the Anytime Fitness Center, including your Anytime Fitness Center premises if you own the Anytime Fitness Center premises (excluding any unsalable inventory, cash, short-term investments and accounts receivable) (collectively, the "Purchased Assets") and to take an assignment of your lease for (1) the Anytime Fitness Center premises (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as your lease) and (2) any other tangible leased assets used in operating the Anytime Fitness Center. We may assign to a third party this option to purchase and assignment of leases separate and apart from the remainder of this Agreement.

The purchase price for the assets of the Anytime Fitness Center will be the "Book Value" (as defined below) of the Purchased Assets. "Book Value" means the net book value of the Purchased Assets, as disclosed in the last statement of your Anytime Fitness Center provided to us under Section 12 before termination or expiration, provided, however, that: (1) each depreciable asset will be valued on a "straight-line" basis without provision for salvage value; (2) we may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Agreement; and (3) we may exclude from Book Value any provision for goodwill or similar value attributable to intangible property. If we are not satisfied with the accuracy or fairness of any financial statements, or none has been submitted, our regularly

employed firm of certified public accountants will determine (by audit) the Book Value. We and you will equally bear the cost of the audit. The results of the audit will be final and binding on both parties.

The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur no later than sixty (60) days after we deliver notice of our election to purchase the assets of your Anytime Fitness Center, unless Book Value is determined by audit, in which case the closing will occur within a reasonable time, not to exceed sixty (60) days, after the results of the audit are made available. At the closing, you will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee and such other documents we may reasonably request to permit us to operate your Anytime Fitness Center without interruption. We may set off against and reduce the purchase price by all amounts you owe to us or any of our affiliates. If we exercise our option to purchase your Anytime Fitness Center, we may, pending the closing, appoint a manager to maintain your Anytime Fitness Center operations.

If we assume any leases for the premises for your Anytime Fitness Center or if we assume the leases for other tangible leased assets used in your Anytime Fitness Center under this Section, you will pay, remove or satisfy any liens or other encumbrances on your leasehold interests and will pay in full all amounts due the lessor under the leases existing at or prior to assumption. We are not liable for any obligation you incur before the date we assume any leases.

17. YOUR COVENANTS NOT TO COMPETE

A. During Term. You will not, directly or indirectly, during the term of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder or member of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, engage in, be connected with, have any interest in, or assist any person or entity engaged in owning, operating, or managing any other fitness center, exercise facility, health club, gym or business which offers exercise classes, personal training, fitness equipment, group training or nutrition or recovery services, wherever located, whether within the Protected Territory or elsewhere. Notwithstanding the foregoing, before you open your Anytime Fitness Center (and so long as you do not own any other Anytime Fitness center that is open under any other agreement with us), you may be employed at another fitness center that is operated at a site other than the one at which your Anytime Fitness Center will be located, provided that (i) neither you nor any of your immediate family owns any equity interest in the fitness center, (ii) the fitness center does not utilize a keyless entry system, (iii) the center is not open more than eighteen (18) hours per day, and (iv) you terminate your employment with that fitness center, and any other relationship you have with that fitness center, prior to the date you open your Anytime Fitness Center.

B. After Expiration, Termination, or Transfer. You will not, directly or indirectly for a period of two (2) years after the transfer by you, or the expiration or termination of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder, lender, or joint venturer of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any fitness center, exercise facility, health club, gym or business which offers exercise classes, personal training, fitness equipment, group training or nutrition or recovery services which is located within the Protected Territory or within a ten (10) mile radius of any Anytime Fitness center, wherever located, whether within the Protected Territory or elsewhere; provided, however, that in metropolitan areas having a population of more than 50,000 persons, the foregoing ten (10) mile radius restriction will be limited to a radius of five (5) miles from any Anytime Fitness center (including the one you formerly operated under this Agreement).

C. Reasonableness. You agree that the scope of the prohibitions set forth in Sections 17.A and 17.B are reasonable and necessary to protect us and the System (including other franchisees of the System). You agree that the prohibitions in Section 17.A must be very broad in order to prevent you from taking information, materials and training we are providing to you on an ongoing basis and using them to either compete with us, or preempt or otherwise restrict our ability to enter new markets. You agree that the time period and the scope of the prohibitions set forth in Section 17.B are the reasonable and necessary time and distance needed to protect us if this Agreement expires or is terminated for any reason. You also agree that you have many other opportunities available to earn a living, and that these restrictions will not preclude you from engaging in a lawful trade or business for which you otherwise have training or experience.

D. Exception. The purchase of a publicly traded security of a corporation engaged in a competitive business or service will not in itself be deemed violative of this Section 17 so long as you do not own, directly or indirectly, more than five percent (5%) of the securities of such corporation.

E. Relief. You agree that damages alone cannot adequately compensate us if there is a violation of these noncompetitive covenants and that injunctive relief is essential for our protection. You therefore agree that in case of your alleged breach or violation of this Section, we may seek injunctive relief, in addition to all other remedies that may be available to us at equity or law. In addition, if you violate the restriction provided for in Section 17.B, the period of time during which the restriction will remain in effect and be extended until two (2) years after you cease violating the restriction.

18. ENFORCEMENT

A. Injunctive Relief/Attorneys' Fees. We and you will each be entitled to the entry of temporary restraining orders and temporary and permanent injunctions to (i) enforce your and our rights to terminate this Agreement for the causes set forth in Paragraphs 15 and 16 of this Agreement and (ii) prevent or remedy a breach of this Agreement if that breach could materially impair the goodwill associated with our or your business, including but not limited to, the enforcement of obligations upon termination or expiration of this Agreement and the enforcement of the non-compete provisions of this Agreement. You and we will also be entitled to the entry of temporary restraining orders and temporary and permanent injunctions enforcing these provisions. If we are successful in obtaining an injunction, or any other judicial relief or order from an arbitrator against you, or in successfully defending any claim you have brought against us, you will pay us an amount equal to all of our costs of prosecuting and/or defending the action, including reasonable attorneys' fees, costs of investigation, court and arbitration costs, and other litigation or arbitration expenses and interest on such costs. Your and our respective rights to obtain injunctive or other equitable relief is in addition to any other right we or you may have under this Agreement. It will in no way limit or prohibit us from obtaining money damages from you if you breach this Agreement.

B. Peer Compliance Committee. We have established a Peer Compliance Committee (the "PCC") to review certain claims you or we may make against each other. So long as the PCC is in existence, if you feel we have violated any of our obligations under Section 8 of this Agreement, you may submit your claim to the PCC. So long as the PCC is in existence, and we believe you have violated any of your obligations under Section 9 of this Agreement, we may submit that claim to the PCC. (Unless we each agree, no claims or violation of any other provision of this Agreement may be submitted to the PCC.)

1. If either of us submits a claim for violation of the foregoing sections to the PCC, the PCC will conduct a hearing and review the claim in accordance with the terms and procedures for the review of complaints by the PCC that we establish from time to time (the "PCC T&P"). If the PCC determines a breach has occurred, it may levy a fee against the breaching party, subject to maximum

amounts set forth in the PCC T&P. If a party is found to be in breach and that party does not cure the breach within thirty (30) days after receipt of notice of the decision of the PCC, or such other reasonable period determined by the PCC (but not less than ten (10) days nor more than ninety (90) days after the decision is received by the party), the PCC will have the authority to levy additional fees in accordance with the PCC T&P. If either of us fail to pay a fee that is levied within ten (10) days following receipt of notice of the levy, that failure will be deemed a material breach of this Agreement.

2. The submission of claims to the PCC will not be the sole remedy for breach of Sections 8 or 9 of this Agreement, and each of us may also pursue any other remedies for breach that are permitted under this Agreement.

C. Mediation. Except where it is necessary for either you or us to obtain equitable relief to preserve the goodwill of our respective businesses (including, but not limited to, the enforcement of obligations upon termination of this Agreement and the covenants not to compete contained in this Agreement), you and we each agree to enter into mediation of all disputes involving this Agreement or any other aspect of the relationship between us, for a minimum of four (4) hours, prior to initiating any legal action or arbitration against the other.

1. Upon written notice by either you or us, to the other, of your or our desire to mediate, the party receiving the notice will select an independent entity that provides mediation services to serve as mediator in the proceeding. If the party receiving the notice of intent to mediate does not name such an organization within ten (10) days from the date the notice of intention to mediate is received, then the other party may proceed as if this Section 18.C did not exist, or, at its option, make the selection of the organization to provide mediation services. If you or we select an organization that is unwilling to serve as mediator, then the other party may select the organization. Once the organization is designated and agrees to accept the appointment as mediator, the organization will be directed to schedule a mediation proceeding at a time mutually convenient to us and to you. The mediation will be held within thirty (30) days following receipt by the mediation organization of notification that its services are requested. If you and we cannot agree on a date for mediation, then the mediation organization will select a date it believes is reasonable for both of us, given all of the claimed conflicts in dates. The person actually mediating the dispute will be required to have at least ten (10) years of experience as either a franchisee or franchisor (or as an officer of such an entity) or in franchise law. You and we will equally share the cost of the mediator. The mediator will select the location for the mediation, but unless you and we both agree otherwise, the mediation will be held in a metropolitan area with at least 250,000 persons that is not located within one hundred (100) miles of either your principal office or our principal office.

2. Except for the matters identified above where you or we are permitted to seek injunctive relief without first mediating the dispute, if either party initiates litigation or arbitration without complying with their obligation to mediate in accordance with this paragraph (unless the other party has failed to respond on a timely basis or has indicated it will not engage in mediation in accordance with the provisions of this Section 18.C), then upon petition of whichever of us has a lawsuit or arbitration proceeding brought against us, the court or arbitrator will dismiss the litigation or arbitration without prejudice, and award attorneys' fees and costs to the party seeking dismissal in an amount equal to the attorneys' fees and costs the party seeking dismissal incurred. If the court or arbitrator refuses for any reason to dismiss the action, then regardless of the outcome of the action, or of any award given in the action, the party initiating the litigation or arbitration will be responsible for all attorneys' fees and costs incurred throughout the litigation or arbitration by the other party as damages for failing to comply with the provisions of this Section 18.C.

D. Arbitration. Except insofar as you or we elect to enforce this Agreement by judicial process and injunction as provided in Section 18.A hereof, all disputes and claims arising out of or relating to this

Agreement, or to the breach thereof, or to any of our standards or operating procedures, or other obligation of either of yours or ours, or to the breach thereof (including any claim that this Agreement, any provision of this Agreement, any specification, standard, operating procedure or any other obligation of yours or ours is illegal, unenforceable or voidable), or any aspect of the relationship between you and us (even if additional persons are named as parties to such action, but except as may be specifically provided with respect to any financing agreements you have with us or our affiliates, which shall be governed by the enforcement provisions thereof), must be resolved by arbitration in Minneapolis, Minnesota, or if our principal office is not located in Minnesota, then at the office of the American Arbitration Association located closest to our principal office. It is our intention that state laws attempting to void out of state forum selection clauses for arbitration be preempted by the Federal Arbitration Act and that arbitration be held in the place designated above.

1. The arbitration will be held in accordance with the United States Arbitration Act (9 U.S.C. § 1 et seq.), if applicable, and the rules of the American Arbitration Association (relating to the arbitration of disputes arising under franchise agreements, if any; otherwise, the general rules of commercial arbitration).

2. The arbitrator appointed must have at least ten (10) years' experience in franchising or franchise law, and the arbitrator will be instructed that he or she must follow the substantive law and the other requirements, waivers and limitations of this Agreement. The arbitrator shall have no authority to add, delete or modify in any manner the terms and provisions of this Agreement. However, if an arbitrator, notwithstanding the foregoing, determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then the parties agree to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder. All findings, judgments, decisions and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for arbitration and response to that demand. The arbitrator may not award any relief that was not specifically requested by the parties prior to the start of the arbitration hearing. The arbitrator will have the right to award or include in any award the specific performance of this Agreement, but will be required to file a reasoned brief with his or her award.

3. You and we each agree that any award from the arbitrator may be appealed under the Optional Appellate Arbitration Rules of the American Arbitration Association.

4. You and we acknowledge that judgment upon an arbitration order may be entered in any court of competent jurisdiction and will be binding, final, and nonappealable, except for mistakes of law, as permitted under the United States Arbitration Act or for failure of the arbitrator to meet the requirements of this Section 18.D.

5. Unless this Agreement is terminated in accordance with the provisions of Paragraphs 15 or 16, during the pendency of any arbitration proceeding, you and we will fully perform the requirements of this Agreement.

6. If there is any dispute as to whether a particular claim or matter is subject to arbitration, and the matter relates to an issue for which either party seeks an injunction in accordance with the provisions of Section 18.A, the arbitrability of such claim will be determined by the court that would otherwise hear the motion to issue the injunction. In the case of a dispute as to the arbitrability of any other claim brought by either party against the other, the decision as to whether or not the claim is subject to arbitration will be made by the arbitrator appointed in accordance with this Agreement.

7. All arbitration proceedings will be individual proceedings between you and us, and will not be conducted on a "class" basis, or include any other of our franchisees as named parties unless you and we each agree.

If, after either you or we institute an arbitration proceeding, one or the other asserts a claim, counterclaim or defense, the subject matter of which, under statute or current judicial decision, is nonarbitrable for public policy reasons, the party against whom the claim, counterclaim or defense is asserted may elect to proceed with the arbitration of all arbitrable claims, counterclaims or defenses or proceed to litigate all claims, counterclaims or defenses in a court having competent jurisdiction.

E. Waiver of Punitive Damages. We and you (and your owners and guarantors if applicable) agree to waive, to the fullest extent permitted by law, any right to, or claim for, any punitive or exemplary damages against the other and against any affiliates, owners, employees, or agents of the other and agree that in the event of a dispute between us, each of us will be limited to the recovery of any actual damages sustained by it.

F. Venue. We and you (and your owners and guarantors if applicable) each agree that if litigation is permitted under this Agreement, the sole forum for litigation arising under this Agreement, or any aspect of the relationship between us (even if additional parties are named as parties to that litigation) will be the state or federal courts of Minnesota. Those actions must be exclusively venued either in the District Courts of Minnesota, County of Ramsey, or the United State District Court for the District of Minnesota. You and we each waive any objection you or we may have to either the jurisdiction or the venue of such court (except to the extent jurisdiction is preempted by the arbitration provisions of this Agreement), and you and we each consent to personal jurisdiction and venue in such court. However, if we are permitted to seek injunctive relief under this Agreement, we may, at our option, bring that action in the county in which your Anytime Fitness Center is located.

G. Jury Waiver. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY. This waiver applies to all causes of action that are or might be included in any such action, including claims related to the enforcement or interpretation of this Agreement, allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action and it applies even if persons that are not a party to this Agreement are named as additional parties in the proceeding.

H. Waiver of Collateral Estoppel. The parties agree they should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which they are involved with third parties, without having those disputes directly affect the contract or relationship between us. We and you therefore each agree that a decision of an arbitrator or court of law to which one of us is not a party will not prevent the person that was a party to such action from making similar arguments, or taking similar positions, in any action between us. You and we therefore each waive the right to assert that principles of collateral estoppel prevent either you or us from raising any claim or defense in an action between us if either you or we lost a similar claim or defense in another action.

I. No Affiliate Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of ours or of any of our affiliates will have any liability for (i) any obligations or liabilities we have relating to or arising from this Agreement, or (ii) any claim against us based on, in respect of, or by reason of, the transactions contemplated in this Agreement. This provision will not, however, affect any right, duty or obligation of ours or yours, or of any guarantor of your obligations.

19. RIGHT OF FIRST REFUSAL

If, at any time during the Term of this Agreement, you receive a bona fide offer to purchase or lease your Anytime Fitness Center (or if you are a company, partnership or other entity, the equity ownership of you), which offer you are willing to accept, you will communicate in writing to us the full terms of the offer and the name of the offeror. We may elect to purchase or lease the business on the terms set forth in the offer. If we elect to purchase or lease the business, we will give you written notice of the election within thirty (30) days after we receive your communication of the offer. If we fail to give written notice of election within thirty (30) days, you may sell or lease to the offeror on the terms offered, subject to the provisions relating to assignment. The sale or lease must, however, be completed within sixty (60) days of the termination of the thirty (30) day period during which we may give written notice of election to purchase or lease; otherwise, an additional notice must be given to us and an additional option period must expire prior to any such transfer. If we elect to purchase or lease the business, we will have the right to substitute equivalent cash for any non-cash consideration included in the bona fide offer to purchase or lease the business and we and you will use our best efforts to complete the purchase or lease within sixty (60) days from the date of our notice of election to purchase or lease.

20. MISCELLANEOUS

A. Unpaid Amounts. Any unpaid amounts owed by you to us or any of our affiliates including any Royalty Fee, General Advertising and Marketing Fund Fees, other weekly or monthly fees, and product purchases will bear interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

B. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. You and we will substitute a valid and enforceable provision for any specification, standard, operating procedure, rule or other obligation of either of us, which is determined to be invalid or unenforceable and is not waived by the other party. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

C. Cumulative Rights. Except as otherwise set forth in this Agreement, our and your rights under this Agreement are cumulative and no exercise or enforcement of any right or remedy under this Agreement will preclude the exercise or enforcement of any other right or remedy under this Agreement or which we or you are entitled by law to enforce.

D. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.) and the Federal Arbitration Act, this Agreement and the franchise relationship will be governed by the laws of the State of Minnesota. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state (including Minnesota) relating to franchises or business opportunities, other than those of the state in which the Franchised Location is located. This waiver of any rights under Minnesota law will not apply if the Franchised Location is located in Minnesota or you are a resident of (or if you are an entity, your principal(s) is a resident of) Minnesota.

E. Disavowal of Oral Representations. You and we acknowledge that we want all terms of our business relationship to be defined in this written agreement, and that neither of us wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or

supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed, and will place, no reliance on any such discussions. You agree that no representations have been made to you concerning this Agreement or the Anytime Fitness franchise other than as contained in this Agreement and in the Franchise Disclosure Document you received before you signed this Agreement (the "FDD"). You agree that no claims, representations, warranties, or guarantees, express or implied, regarding actual or potential earnings, sales, profits, or success of your Anytime Fitness Center have been made to you other than as set forth in Item 19 of the FDD.

F. Approvals. Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval in our discretion, for any reason, or for no reason. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable. Our approvals and consents will not be effective unless given in writing.

G. Interpretation. It is the desire and intent of you and us that the provisions of this Agreement be enforced to the fullest extent possible under the applicable laws and public policies. Therefore, if any provision of this Agreement is determined by a court or arbitrator to be invalid or unenforceable, that determination will apply only to the operation of that provision in the particular proceeding in which the determination is made. We and you agree that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, the provision will have the meaning that renders it valid and enforceable. The language of all provisions of this Agreement will be construed simply according to its fair meaning and not strictly against you or us.

H. Waiver. Except as otherwise provided in this Section 20.H, neither of us will be deemed to have waived any obligation of the other, or to have agreed to any modification of this Agreement, unless we have done so in writing, and the writing is signed by the person giving the waiver or agreeing to the modification. However, you agree that you will give us immediate written notice of any claimed breach or violation of this Agreement as soon as possible after you have knowledge, or determine, or are of the opinion, that there has been a breach or violation by us of this Agreement. If you fail to give written notice to us of any claimed misrepresentation, violation of law, or breach of this Agreement within one (1) year from the date you have knowledge, determine, are of the opinion, or become aware of facts and circumstances reasonably indicating, that you may have a claim against us or against any of our affiliates under any state law, federal law, or common law, then the misrepresentation, violation of law, or breach will be considered to have been condoned, approved and waived by you, and you will be barred from beginning any legal, arbitration, or other action against us or against our affiliates, or from instituting any counterclaim against us or our affiliates, for the misrepresentation, violation of law, or breach, or from using the alleged act or omission as a defense to any action we may maintain against you.

I. Time. Time is of the essence to this Agreement.

J. Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original.

K. Entire Agreement. The preambles are a part of this Agreement. This Agreement, together with its exhibits, constitutes the entire agreement between you and us with respect to your Anytime Fitness Center and any other aspect of the relationship we have with you, and cannot be amended except by a written agreement signed by you and us. This Agreement also supersedes all prior agreements and negotiations we have had with you related to your acquisition of this franchise or your and our rights and

obligations. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made to you in the FDD. Any representations, warranties, inducements, promises, understandings or agreements between the parties, that are not in the Franchise Disclosure Document which you acknowledge receiving at least 14 days before signing this Agreement or paying any money, or in writing and signed by us and you, are void and not enforceable.

L. Headings and Terms. The headings of the Sections hereof are for convenience only and do not define, limit or construe the contents of such Sections. The term "you" as used herein is applicable to one or more persons, a corporation, a partnership or limited liability company, and each of their respective owners, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If more than one person executes this Agreement for you, then your obligations are joint and several.

M. Patriot Act. You represent and warrant that to your actual and constructive knowledge: (i) neither you (including your directors, officers and managers), nor any of your affiliates, or any funding source for your Anytime Fitness Center, are identified on the list at the United States Treasury's Office of Foreign Assets Control (OFAC); (ii) neither you nor any of your affiliates are directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (iii) neither you nor any of your affiliates are acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (iv) neither your nor any of your affiliates are on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, as such lists may be amended from time to time (collectively, the Lists); (v) neither you nor any of your affiliates, during the term of this Agreement, will be on any of the Lists; and (vi) during the term of this Agreement, neither you nor any of your affiliates will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect.

N. Personal Guaranty. All of your owners (if you are a corporation, partnership, limited liability company or partnership, or other entity) will sign the personal guaranty agreement in the form attached to this Agreement (the "Guaranty Agreement"). Any person or entity that at any time after the Effective Date of this Agreement becomes an owner of yours will, as a condition of becoming an owner, sign the Guaranty Agreement. In addition, a spouse of an owner and any other person we designate must also sign the Guaranty Agreement.

21. NOTICES

Any and all notices required or permitted under this Agreement will be in writing and will be deemed to have been duly given upon the earlier of (i) when received; (ii) one (1) business day after placement with a reputable national overnight carrier; or (iii) three (3) business days after deposit (not including the day of deposit), if placed in the mail for delivery by certified mail, postage pre-paid, and, in the cases of clauses (ii) or (iii), addressed to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to us: Anytime Fitness Franchisor LLC
111 Weir Drive
Woodbury, Minnesota 55125
Attention: President

Notice to you: See Rider

22. AMENDMENT OF OTHER AGREEMENTS

To the extent you have entered into any franchise agreements with us prior to the date of this Agreement which remain in effect following the execution of this Agreement:

(i) the provisions of Section 5.B. of this Agreement will replace the provisions of those agreements regarding Method of Payment,

(ii) the provisions of Sections 9.G., 9.H., 9.L., 9.N., 9.P., and 9.Q. of this Agreement are incorporated into such agreements, and supersede any inconsistent provisions contained therein,

(iii) the provisions of Section 13.B. of this Agreement will replace the provisions of those agreements regarding the conditions to your transfer or assignment of any interest in those franchise agreements or in the Anytime Fitness centers you operate under those agreements,

(iv) the provisions of Section 16 of this Agreement will replace the provisions of those agreements regarding your obligations upon termination or expiration of those agreements,

(v) the provisions of Section 17 of this Agreement will replace the provisions of those agreements regarding any restrictions on your ability to compete with an Anytime Fitness center either during or following the term of those agreements,

(vi) the provisions of Section 18 of this Agreement will replace the provisions of those agreements regarding enforcement, including but not limited to the right to injunctive relief or attorneys' fees, mediation, arbitration, the right to initiate arbitration or litigation, the venue of litigation, and waiver of punitive damages and a trial by jury, and

(vii) the provisions of Section 20.D. of this Agreement will replace the provisions of those agreements regarding Governing Law,

such that all those agreements are hereby amended by this paragraph. Except as amended by this paragraph, which shall constitute a written agreement signed by each of us amending those agreements, you and we each hereby ratify and reaffirm our respective obligations under those agreements.

23. ACKNOWLEDGEMENTS

A. Independent Investigation. You acknowledge that you have conducted an independent investigation of the business franchised under this Agreement, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your ability as an independent business person.

B. Franchise Agreement. You acknowledge that you have received and read this Agreement and that we have fully and adequately explained the provisions of it to your satisfaction and that we have accorded you time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

C. Other Franchises. You acknowledge that other Anytime Fitness franchisees have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. You also

acknowledge that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to other of our Anytime Fitness centers (whether franchised, or centers that we or our affiliates operate), and you will not be entitled to require us to grant similar variations or privileges to you.

[THIS AGREEMENT CONTINUES WITH A RIDER AND INITIAL FRANCHISE FEE ATTACHMENT, WHICH ARE A PART OF THIS AGREEMENT]

FRANCHISE AGREEMENT RIDER

1. Effective Date: _____

2. Franchisee:

3. Franchised Location: _____

If no location has been determined at the time this Franchise Agreement has been executed, then the Franchised Location shall be within the following area, provided the exact location shall be subject to our review and approval: .

If the above-named location specifies a location yet to be determined, we reserve the right to sell franchises, and grant territories to others who will operate Anytime Fitness centers in and around the above-described location. You may then be required to choose a final location outside of any protected territory given to any other franchisee, and that territory may be outside of the city or areas identified above. Should this happen, you would have to obtain our review and approval for a new location. Likewise, if you choose to move your final address at any time, or if the location set forth above, or any other location we agree upon, becomes unavailable for any reason, it is your obligation to select a new location, and to obtain our approval of that location before you acquire the site, or obtain any rights in the location.

4. Required Grand Opening Program Spend: $_____.

Required Local Advertisement Spend: $_____per month.

5. Protected Territory: _____
_____.

6. Ownership: Franchisee represents and warrants that any entity to which this Agreement will be transferred will have the initial ownership set forth below, and that no changes will be made in such ownership without the prior written approval of Franchisor:

Name	Percentage Ownership
	%
	%

7. Principal Operator designated by Franchisee:

8. Required Opening Date:

9. Initial Franchise Fee (see Initial Franchise Fee Attachment):

10. Address for notice to you:

_____
_____
_____

IN WITNESS WHEREOF, we and you have signed this Agreement as of the Effective Date set forth above.

FRANCHISOR:
ANYTIME FITNESS FRANCHISOR LLC

By:_____
Its:_____

FRANCHISEE:

_____
By: _____
Its:_____

_____
By: _____
Its:_____

INITIAL FRANCHISE FEE ATTACHMENT TO RIDER

The initial franchise fee is the one that is initialed by you and by us.

____/____ **New Franchisee** (including conversion centers): $42,500, payable in full when you sign this Agreement.

____/____ **New Franchisee** (including conversion centers) **(Qualified Veterans Only)**: $38,250, payable in full when you sign this Agreement.

____/____ **Existing Franchisee**: $35,000, payable in full when you sign this Agreement.

____/____ **Existing Franchisee (Qualified Veterans Only)**: $31,500, payable in full when you sign this Agreement.

____/____ **Club Purple Participant**: $27,500

____/____ **Club Platinum Participant**: $22,500

____/____ **Club Purple Participant (Qualified Veterans Only)**: $25,000

____/____ **Club Platinum Participant (Qualified Veterans Only)**: $22,500

____/____ **Transfer of an existing franchise, renewal of an existing franchise, or franchise agreement signed pursuant to an obligation you have under an Area Development Agreement**: No initial franchise fee.

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement (the "Agreement") between ANYTIME FITNESS FRANCHISOR LLC ("we" or "us") and (the "Franchisee"), dated _____, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Franchisee, including without limitation the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of the Agreement.

The undersigned waive (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty will apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

FRANCHISEE:

PERSONAL GUARANTORS:

_____	_____
- Individually	- Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

GENERAL RELEASE

In consideration of the agreement of ANYTIME FITNESS FRANCHISOR LLC ("Franchisor") to allow ("Franchisee") to [RENEW OR TRANSFER] its Franchise Agreement dated _____ between Franchisee and Franchisor ("Agreement"), Franchisee hereby releases and forever discharges Franchisor, its affiliates, each of their predecessors, as well as their members, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims Franchisee may have against such parties known and unknown, foreseen and unforeseen, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to Franchisee, and any matters arising under the Agreement or under any other agreement between Franchisee and Franchisor or its affiliates.

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

[FOR TRANSFERS: Further, Franchisee acknowledges that transfer of the Agreement shall terminate Franchisee's interest in the Agreement, but Franchisee will continue to be bound by all post-termination provisions of the Agreement, including but not limited to the obligations of confidentiality, and the covenant not to compete contained in the Agreement.***]***

[IN CALIFORNIA: The foregoing release is intended as a general release of all claims, demands, actions, causes of action, obligations, damages and liabilities of any kind or nature whatsoever that relate to the matters recited therein, and is intended to encompass all known and unknown, foreseen and unforeseen claims which the releasing party may have against any party being released. Section 1542 of the California Civil Code provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

You expressly waive the provisions of Section 1542 of the California Civil Code and expressly release each party to be released from all liability or claims arising out of any matters recited in the release.***]***

_____

_____

DATE:_____

4886-2875-5103, v. 4

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business is located in California.

1. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043) provides franchisees with additional rights concerning termination and non-renewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with Franchisor, including the areas of transfer, termination and renewal of Franchisee's franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

2. The Franchise Agreement requires Franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043)). To the extent required by such laws, Franchisee shall not be required to execute a general release.

3. The Franchise Agreement requires binding arbitration. The arbitration will occur at Minneapolis, Minnesota with the costs being borne by both parties unless the party seeking arbitration seeks arbitration prior to mediating the dispute. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

4. The Franchise Agreement requires application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

7. The Franchise Agreement contains a waiver of punitive damages and jury trial provision. These waivers may not be enforceable under California law.

8. Sections 23 (a) and (b) of the Franchise Agreement are deleted in their entirety and replaced with the following:

"[Intentionally Deleted]"

9. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Pursuant to Section 31512.1 of the California Franchise Investment Law, any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement may provide for arbitration to take place outside of Illinois.

3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. A Surety Bond has been obtained by the Franchisor. The Surety Bond is on file with the office of the Illinois Attorney General. This financial assurance requirement was imposed by the Illinois Attorney General due to the Franchisor's guarantor's financial condition.

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. On the basis of the financial information submitted by the Franchisor to the Maryland Securities Division the Division has required and the Franchisor has posted a surety bond, which surety bond is on file with the Maryland Securities Division to secure the Franchisor's pre-opening obligations to Maryland Franchisees.

2 Section 13.B.8 of the Franchise Agreement is revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 14.A of the Franchise Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

4. Section 18.F of the Franchise Agreement is revised to include the following language:

> "Notwithstanding the standing provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise."

5. The representations made in the Franchise Agreement are not intended to nor should they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. The Franchise Agreement states that Minnesota law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland Law, and we will comply with that law in Maryland.

7. Notwithstanding anything to the contrary in the Franchise Agreement, nothing will prevent the Franchisee from filing suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

8. The following language is deleted from Section 20.E. of the Franchise Agreement:

"You agree that no claims, representations, warranties, or guarantees, express or implied, regarding actual or potential earnings, sales, profits, or success of your Anytime Fitness Center have been made to you other than as set forth in Item 19."

9. ~~8.~~ Recital B and Sections 23 (a) and (b) of the Agreement are deleted in their entirety and replaced with the following:

"[Intentionally Deleted]"

10. ~~9.~~ No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

11. ~~10.~~ Each provision to this Addendum to the Franchise Agreement shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor: ANYTIME FITNESS FRANCHISOR LLC	Franchisee:
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Franchisor will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that the Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

3. Section 3 of the Franchise Agreement is revised to include the following:

> To the extent required by the Minnesota Franchise Act, Franchisor will protect your rights to use the trademarks, service marks, trade names, logos and other commercial symbols, or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding your use of the marks, provided you are using the Names and Marks in accordance with this Agreement.

4. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Franchisor shall not require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor: ANYTIME FITNESS FRANCHISOR LLC	Franchisee:
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of North Dakota:

This North Dakota Addendum is only applicable if you are a resident of North Dakota or if your business will be located in North Dakota.

1. Section 2.B of the Franchise Agreement is amended by deleting clause (8) thereof.

2. Section 16.H of the Franchise Agreement is modified to delete any requirement that franchisee consent to termination penalties or liquidated damages.

3. Section 17.B of the Franchise Agreement is amended by adding the following language at the end:

Covenants not to compete, such as those mentioned in this Section 17.B, are subject to Section 9-08-06 of the North Dakota Codified Code.

4. Sections 18.E, 18.F and 18.G of the Franchise Agreement are deleted in their entirety.

5. Section 20.D of the Franchise Agreement is amended to provide that the Franchise Agreement will be governed by the laws of the State of North Dakota.

6. No provision of the Franchise Agreement shall be interpreted to accelerate any statute of limitations contained in any provision of the North Dakota Codified Code.

7. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Rhode Island:

This Rhode Island Addendum is only applicable if you are a resident of Rhode Island or if your business will be located in Rhode Island.

1. Section 18 and 20 of the Franchise Agreement is supplemented by the addition of the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provision shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Virginia:

1. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Washington:

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

1. A surety bond in the amount of $100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the Franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

2. Sections 17.C and 20.E of the Franchise Agreement are deleted in their entirety.

3. Section 18.C.1 of the Franchise Agreement is amended by deleting the following sentence:

> The mediator will select the location for the mediation, but unless you and we both agree otherwise, the mediation will be held in a metropolitan area with at least 250,000 persons that is not located within one hundred (100) miles of either your principal office or our principal office.

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

5. 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.

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

7. 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.

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

9. 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.

10. 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.

11. Sections 23 (a) and (b) of the Agreement are deleted in their entirety and replaced with the following:

"[Intentionally Deleted]"

12. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor: ANYTIME FITNESS FRANCHISOR LLC	Franchisee:
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

4886-7888-9119, v. ~~2~~3
4886-7888-9119, v. ~~2~~3

EXHIBIT F

AREA DEVELOPMENT AGREEMENT, GUARANTY AND STATE SPECIFIC ADDENDA TO AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

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

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ANYTIME FITNESS®
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is made as of the Effective Date set forth in the Rider attached to this Agreement (the "Rider") between ANYTIME FITNESS FRANCHISOR LLC, a Delaware limited liability company ("we" or "us") and the person or persons named in the Rider as the Developer ("you").

RECITALS:

A. We and our predecessor have invested substantial time, effort and money to develop a system of operating boutique fitness centers with the potential for minimal overhead and labor costs, and have a federally registered trademark for the name "Anytime Fitness®", as well as other intellectual property rights. We grant franchises to qualified candidates for the operation of fitness centers. We also license our trademark rights in "Anytime Fitness" and may in the future adopt, use and license additional or substitute trademarks, service marks, logos and commercial symbols in connection with the operation of Anytime Fitness centers (collectively the "Marks"). These centers use our methods, procedures, standards, and specifications (all of which are collectively referred to as the "System") which we may improve, further develop or otherwise modify from time to time.

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

C. You are entering into this Agreement because you want to develop and operate multiple fitness centers which use the Marks and the System. You recognize that while you will have certain limited rights to transfer your interest in this Agreement, and in the centers you develop, we are entering into this Agreement with you based on your representation that you intend to personally develop all of the centers described in this Agreement, and not with a view to reselling your right to open these centers.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

1. Grant of Development Rights. The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate the number of fitness centers identified in the Rider (the "Anytime Fitness Centers"), using the principal trademark identified in the Rider, operating within the nonexclusive area described in the Rider (the "Development Territory").

B. You agree to be bound by the "Development Schedule" set forth in the Rider. Time is of the essence for the development and operation of each Anytime Fitness Center in accordance with the Development Schedule. Each Anytime Fitness Center must be developed and operated by you pursuant to a separate Franchise Agreement that you enter into with us.

C. Unless otherwise indicated in the Rider and except as set forth in Section D below, if you are in compliance with the Development Schedule set forth in the Rider, we will not develop or operate or grant anyone else a franchise to develop and operate an Anytime Fitness center from any location in the Development Territory prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the

date on which your last Anytime Fitness Center must be open pursuant to the terms of the Development Schedule; or (iii) the date on which the Protected Territory for your final Anytime Fitness Center is determined; except that if the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area will expire upon the earliest of (1) any of the foregoing events or (2) the date when the Protected Territory for your final Anytime Fitness Center to be developed in such city, county or designated market area under this Agreement is determined. Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (i) the Development Territory will expire and (ii) we will be entitled to develop and operate, or to franchise others to develop and operate, Anytime Fitness Centers from locations in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been signed between us and you and that has not been terminated.

D. You acknowledge and agree that: (i) we and our affiliates have the right to grant other franchises or operate company or affiliate owned fitness studios/businesses (including Anytime Fitness centers) at locations outside the Development Territory even if they compete with your Anytime Fitness Centers for customers or members; (ii) we and our affiliates have the right to grant other franchises or licenses and to operate company or affiliate-owned fitness studios/businesses (including Anytime Fitness centers) within private establishments located within the Development Territory, provided that access to those centers is limited to employees of the business, or transient guests of the business, in either case who would not have any reciprocity with any other Anytime Fitness center as a result of their use or membership in this private center; and (iii) we and our affiliates have the right to operate, and to grant franchises or licenses to others to operate fitness studios/businesses, or any other business, within and outside the Development Territory under trademarks other than the Marks, all without compensation to you.

2. Development Fee. You must pay us a Development Fee in the amount set forth in the Rider. This fee is nonrefundable and is payable in full when you sign this Agreement and is fully earned by us at that time. However, you will not be required to pay an Initial Franchise Fee for any of the Anytime Fitness Centers you develop under this Agreement.

A. You will sign the Franchise Agreement for your first Anytime Fitness Center concurrently with this Agreement. A separate Franchise Agreement must be signed, on our then-current form, for each such Anytime Fitness Center. Upon the execution of each Franchise Agreement, the terms and conditions of that Franchise Agreement control the establishment and operation of such Anytime Fitness Center.

B. The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement.

3. Development Schedule. The following provisions control with respect to your development rights and obligations:

A. You must comply with the Development Schedule requirements regarding: (i) the date of execution of the Franchise Agreements and site approval requests, (ii) the opening date for each Anytime Fitness Center, and (iii) the cumulative number of Anytime Fitness Centers to be open and continuously operating for business in the Development Territory. You represent that you have conducted your own independent investigation and analysis of the prospects for the establishment of Anytime Fitness centers within the Development Territory, approve of the Development Schedule as being reasonable, viable, and essential to the potential success of your business and recognize that failure to sign a Franchise Agreement, obtain site approval, open an Anytime Fitness Center or have a cumulative number of Anytime Fitness Centers open and operating according to the applicable dates set forth in the Development Schedule, gives us the right, in our sole discretion, to immediately terminate this Agreement pursuant to Section 5.

B. You may not open an Anytime Fitness Center under this Agreement unless you have notified us of your intention to develop the Anytime Fitness Center at least thirty (30) days prior to the date set forth in the Development Schedule and meet each of the following conditions (these conditions apply to each Anytime Fitness Center to be developed in the Development Territory):

1. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied on a timely basis all monetary and material obligations under the Franchise Agreements for all existing Anytime Fitness centers.

2. Execution of Franchise Agreement. You and we have entered into our then-current form of Franchise Agreement and such other agreements that we require for the grant of Anytime Fitness franchises for the proposed Anytime Fitness Center. You understand that we may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations; provided, however, that you will not be required to pay any initial franchise fee under any of those Franchise Agreements. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Anytime Fitness Center must be in accordance with the terms of the applicable Franchise Agreement.

4. Term. Unless sooner terminated in accordance with Section 5 of this Agreement, the term of this Agreement and all rights granted to you will expire on the date that you sign the Franchise Agreement for the last Anytime Fitness Center that is scheduled to be opened under the Development Schedule.

5. Default and Termination. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement or if you or any affiliate of yours breaches any of the terms of any Franchise Agreement or any other agreement that you or your affiliates have with us or our affiliates. For purposes of this Agreement, an "affiliate" of any person will be any person or entity that controls that person, is under the control of that person, or is under common control with that person.

All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency, (ii) a receiver (permanent or temporary) of your property is appointed by a court of competent authority, (iii) you make a general assignment or other similar arrangement for the benefit of your creditors, (iv) a final judgment against you remains unsatisfied of record for thirty (30) days or longer, (v) execution is levied against your business or property, or the business or property of any of your affiliates that have entered into Franchise Agreements with us, (vi) a suit to foreclose any lien or mortgage against premises or equipment is instituted against you and not dismissed within thirty (30) days, or is not in the process of being dismissed, (vii) you fail to timely meet any of your obligations set forth in the Development Schedule or you fail to comply with our requirements for securing real estate for any Anytime Fitness Center, (viii) you or any of your affiliates open any Anytime Fitness Center before that person or entity has signed a Franchise Agreement with us for that center in the form we provide, (ix) you fail to comply with any other provision of this Agreement, or your or any of your affiliates fail to comply with any other agreement you or they have with us or our affiliates and do not correct the failure within thirty (30) days after written notice of that failure is delivered to the breaching party (except that if the failure to comply is the third failure to comply with any provision of any agreement that you or any of your affiliates have with us or an affiliate of ours within any twelve (12) consecutive month period, then we need not provide any

opportunity to cure the default), or (x) we have delivered to you or any of your affiliates a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

6. Rights and Duties of Parties Upon Termination or Expiration. Upon termination or expiration of this Agreement, all rights granted to you under this Agreement will automatically terminate, and:

A. All remaining rights granted to you to develop Anytime Fitness Centers under this Agreement will automatically be revoked and will be null and void and shall revert to us. You will not be entitled to any refund of any fees.

B. You and your affiliates must within five (5) business days of the termination or expiration pay all sums owing to us and our affiliates. In addition, you agree to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to Ten Thousand Dollars ($10,000) for each undeveloped Anytime Fitness Center. You agree that this amount is in addition to the Development Fees paid under this Agreement, and is for lost revenues from Monthly Fees (as defined in the Franchise Agreement) and other amounts payable to us, including the fact that you were holding the development rights for those Anytime Fitness Centers and precluding the development of certain Anytime Fitness centers in the Development Territory, and that it would be difficult to calculate with certainty the amount of damage we will incur. Notwithstanding your agreement, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.

7. Transfer. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity. Upon any transfer of this Agreement by us or any of our legal rights and obligations hereunder, we will be released from all such obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent as set forth below.

1. As used in this Agreement, the term "Transfer" means any sale, assignment, lease, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you or control of the business franchised hereunder. You acknowledge that these provisions prohibit you from subfranchising or sublicensing any right you have under any agreement with us, and that your intent in entering into this Agreement is that you (and not any licensee or transferee) will be opening and operating the Anytime Fitness Centers to be developed under this Agreement. In addition, if there are two (2) individuals signing this Agreement as Franchisee, and one (1) of those individuals is no longer involved in the ownership of the business that is developing Anytime Fitness Centers, the withdrawal of that person shall be considered a "Transfer." A "Transfer" shall also be deemed to occur when there are more than two (2) people listed as the Developer and there is a change of the ownership of the business such that less than a majority of the original signators continue to have a majority interest in the equity of the business.

2. We will not charge you any fee in connection with your Transfer of your interest in this Agreement. However, as a condition to our approval of any Transfer, you must sign franchise agreements for all of the Anytime Fitness centers to be developed under this Agreement, you must transfer all of those agreements to the same person or entity that acquires your interest in this Agreement, and you must comply with all of the conditions for transferring each of those agreements, including the requirement to pay a transfer fee in connection with the transfer of each of those agreements.

3. The restriction on Transfer contained in this Agreement does not apply to, or otherwise restrict, your right to transfer any interest in any franchise agreement you previously signed for any Anytime Fitness center to be developed under this Agreement. You may transfer those agreements apart from any rights you have in this Agreement, provided you comply with the transfer provisions of each agreement you seek to transfer.

4. We may expand upon, and provide more details related to, the conditions for Transfer and our consent as described in this Section 7, and may do so in our operations manual or otherwise in writing.

8. Acknowledgements. To induce us to execute this Agreement, you represent and warrant to us as follows:

A. You recognize and acknowledge the importance of maintaining our standards for service, and further recognize and acknowledge the importance of following the System with respect to the development and operation of Anytime Fitness centers.

B. You have the entire control and direction of the Anytime Fitness Centers to be opened and operated by you, subject only to the conditions and covenants established by the Franchise Agreements for those centers. You acknowledge that the businesses to be operated under those Franchise Agreements involve business risks, and that your success shall be largely determined by your own skill and efforts as an independent business person.

C. You have entered into this Agreement after making an independent investigation of our operations and history and not upon any representation as to profits which you might be expected to realize and that no one has made any representation to induce you to accept the franchise granted hereunder and to execute this Agreement, except as may be set forth in the Franchise Disclosure Document you acknowledge receiving at least fourteen (14) days prior to the date you paid us or any affiliate any money or executed any agreement with us or any affiliate.

9. Miscellaneous. You acknowledge that other Anytime Fitness franchisees/area developers have or will be granted franchises or area development rights at different times and in different situations, and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement. You shall not complain on account of any variation from standard specifications and practices granted to any other franchisee/area developer and shall not be entitled to require us to grant to you a like or similar variation thereof. The provisions set forth in the franchise agreement for your first Anytime Fitness Center containing any covenants not to compete, enforcement provisions, notice provisions, and sections referenced as "Miscellaneous" or "Acknowledgments" are hereby incorporated into this Agreement by reference and shall be applicable to this Agreement until such time as you sign a subsequent franchise agreement, at which time the provisions of the new agreement relating to covenants not to compete, enforcement, notice, and all sections referenced as "Miscellaneous" or "Acknowledgments" shall be incorporated into this Agreement by reference in place of the previous provisions. Likewise, if you or any affiliate later sign yet another franchise agreement, at all times, the

provisions contained in the last franchise agreement you or such affiliate signs with us, which relate to covenants not to compete, enforcement, and notice, and all sections referenced as "Miscellaneous" or "Acknowledgments," are hereby incorporated into this Agreement by reference in place of the previous provisions. You acknowledge having received a copy of our current form of franchise agreement for use in the sale of Anytime Fitness Centers, and that until you sign an agreement for your first center, the provisions of the form we provided to you relating to these matters will be deemed incorporated herein by reference and applicable to this Agreement. Any reference to the expression "this Agreement" in such Sections will be interpreted as a reference to this Area Development Agreement and any reference to "Protected Territory" will read as Development Territory. This Agreement and all related agreements executed simultaneously with this Agreement constitute the entire understanding of the parties and supersede any and all prior oral or written agreements between you and us on the matters contained in this Agreement; but nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you. We may designate another party to perform, or delegate to another party the performance of, of our duties and obligations under this Agreement or authorize that party to act on our behalf. Any provisions of this Agreement which, by their nature, may or are to be performed following expiration or termination of this Agreement, shall survive such termination or expiration. You must indemnify us in any action, suit, proceeding, demand, investigation, or inquiry (formal or informal) wherein our liability is alleged or in which we are named as a party as a result of activities by you which are not in accordance with this Agreement, with our policies, or with any law, rule, regulation, or custom governing your business that is conducted pursuant to this Agreement. If such an action or a claim is made against us, you shall indemnify and hold us harmless from all costs reasonably incurred by us in the defense of any such claim brought against us or in any action, suit, proceeding, demand, investigation, or inquiry (formal or informal) in which we are named as a party including, without limitation, reasonable attorneys' fees, costs of investigation or proof of facts, court costs, other litigation expenses, and travel and living expenses, and from all amounts paid or incurred by us arising out of such claim or action. We may defend any claim made against us. Such an undertaking by us shall, in no way, diminish your obligation to indemnify us and hold us harmless. We are not required or obligated to seek recovery from third parties or otherwise mitigate our losses in order to maintain a claim against you. The above Recitals are made a part of this Agreement.

[THIS AGREEMENT CONTINUES WITH A RIDER,
WHICH IS A PART OF THIS AGREEMENT]

AREA DEVELOPMENT AGREEMENT RIDER

1. Effective Date: _____

2. Developer:

3. Development Territory:

_____
_____
_____
_____

If this Development Territory references one or more sites yet to be determined, then we reserve the right to develop and operate an Anytime Fitness Center in and around the above-described city, county or area, and to sell franchises and grant territories to others (including through area development agreements) who will operate Anytime Fitness Centers in and around the above-described city, county or area. You may then be required to choose a final location for your Anytime Fitness Center outside of any protected territory given to us or to any other franchisee or area developer, which final location may be outside of the county, city or area identified above. Should this happen, you would have to obtain our review and approval for a new Development Territory, and location for your Anytime Fitness Center.

4. Number of Anytime Fitness Centers to be opened and operating in the Development Territory:

6. Development Fee: $

7. Development Schedule: You acknowledge and agree that a material provision of this Area Development Agreement is that the following number of Anytime Fitness Centers must be opened and continuously operated by you in the Development Territory in accordance with the following Development Schedule:

Anytime Fitness Center Number	**Date by Which the Anytime Fitness Center Must Be Opened and Operated by You in the Development Territory**	**Cumulative Number of Anytime Fitness Centers to be Opened and Operated by You in the Development Territory as of the Date in Preceding Column**
1		1
2		

For purposes of determining compliance with this Development Schedule, only the Anytime Fitness Centers you actually open and continuously operate in the Development Territory for at least the first six (6) months after opening will be counted toward the number of Anytime Fitness Centers required to be open and operated by you. You acknowledge and agree that in no event will any new Anytime Fitness center developed outside of the Development Territory be added towards the calculation to determine whether you have satisfied any Cumulative Number as required above. You may not close any Anytime Fitness Center without our prior written consent, which we may withhold in our sole discretion.

IN WITNESS WHEREOF, we and you have signed this Agreement as of the Effective Date set forth above.

FRANCHISOR:

ANYTIME FITNESS FRANCHISOR LLC

By:_____
Its:_____

DEVELOPER:

_____
By: _____
Its:_____

_____
By: _____
Its:_____

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE AREA DEVELOPMENT AGREEMENT

In consideration of the execution of the Area Development Agreement (the "Agreement") between ANYTIME FITNESS FRANCHISOR LLC ("we" or "us") and (the "developer"), dated _____ , and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the developer, including without limitation the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an Area Development Agreement containing the identical terms and conditions of the Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the developer or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the developer.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the developer or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the developer's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty will apply in all modifications to the Agreement of any nature agreed to by developer with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

DEVELOPER:

PERSONAL GUARANTORS:

_____	_____
- Individually	- Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

CALIFORNIA ADDENDUM TO AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business will be located in California.

1. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning termination and non-renewal of the Area Development Agreement and certain provisions of the Area Development Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Area Development Agreement and your relationship with Franchisor, including the areas of termination and renewal of Franchisee's franchise. If the Area Development Agreement is inconsistent with the law, the law will control.

2. The Area Development Agreement requires binding arbitration. The arbitration will occur at Minneapolis, Minnesota with the costs being borne by both parties unless the party seeking arbitration seeks arbitration prior to mediating the dispute. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

3. The Area Development Agreement requires application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

4. The provision in the Area Development Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

5. The Area Development Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The Area Development Agreement contains a liquidated damages clause. Under California Civil Code section 1671, certain liquidated damages clauses are unenforceable.

7. Section 8 of the Area Development Agreement is deleted in its entirety and replaced with the following:

"[Intentionally Deleted]"

8. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Pursuant to Section 31512.1 of the California Franchise Investment Law, any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other

writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

ILLINOIS ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

This Illinois Addendum is only applicable if you are a resident of Illinois and your business will be located in Illinois.

1. Illinois law governs the Area Development Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Area Development Agreement may provide for arbitration to take place outside of Illinois.

3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. A Surety Bond has been obtained by the Franchisor. The Surety Bond is on file with the office of the Illinois Attorney General. This financial assurance requirement was imposed by the Illinois Attorney General due to the Franchisor's guarantor's financial condition.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor: ANYTIME FITNESS FRANCHISOR LLC	Franchisee:
By:_____	By:_____
Its:_____	Its:_____
Date:	Date:

MARYLAND ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. On the basis of the financial information submitted by the Franchisor to the Maryland Securities Division the Division has required and the Franchisor has posted a surety bond, which surety bond is on file with the Maryland Securities Division to secure the Franchisor's pre-opening obligations to Maryland Franchisees.

2. Section 5 of the Area Development Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

3. Section 8 of the Area Development Agreement is revised to include the following language:

> "Notwithstanding the standing provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise."

4. The representations made in the Area Development Agreement are not intended to nor should they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Section 7 of the Area Development Agreement is revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

6. Each provision to this Addendum to the Development Agreement shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

7. The Area Development Agreement states that Minnesota law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland law, and we will comply with that law in Maryland.

8. Notwithstanding anything to the contrary in the Area Development Agreement, nothing will prevent the Franchisee from filing suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

9. Recital B and Section 8 of the Area Development Agreement is deleted in its entirety and replaced with the following:

> "[Intentionally Deleted]"

10. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor: ANYTIME FITNESS FRANCHISOR LLC	Franchisee:
By:_____	By:_____
Its:_____	Its:_____
Date:	Date:

MINNESOTA ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Franchisor will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that the Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Area Development Agreement.

3. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Franchisor shall not require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

NORTH DAKOTA ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provision shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of North Dakota:

1. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

VIRGINIA ADDENDUM TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provision shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Virginia:

1. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by the Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

WASHINGTON ADDENDUM TO THE DEVELOPMENT AGREEMENT, AND RELATED AGREEMENTS

Notwithstanding anything to the contrary set forth in the Anytime Fitness Franchisor LLC Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Washington:

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

1. A surety bond in the amount of $100,000 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the Franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

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

3. RCW 19.100.180 may supersede the Area Development 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 Area Development Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Area Development 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. 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.

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

7. 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 Area Development Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

8. 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 Area Development Agreement or elsewhere are void and unenforceable in Washington.

9. Section 8 of the Area Development Agreement is deleted in its entirety and replaced with the following:

"[Intentionally Deleted]"

10. Nothing set forth in the Area Development Agreement shall waive any liability the Franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

11. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth below.

Franchisor:	Franchisee:
ANYTIME FITNESS FRANCHISOR LLC	
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date:_____

4887-4816-0671, v. ~~3~~4

EXHIBIT G

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE CALIFORNIA FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of California:

This California Addendum is only applicable if you are a resident of California or if your business will be located in California.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF ANY AGREEMENT.

2. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT ITS WEBSITE ADDRESS WWW.DFPI.CA.GOV.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. Item 3 of the Franchise Disclosure Document is supplemented by the additional paragraph.

> "Neither we nor any person described in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange."

5. Item 17 of the FDD is amended by the insertion of the following:

> "The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning termination and non-renewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of transfer, termination and renewal of your franchise. If the Franchise Agreement or Area Development Agreement are inconsistent with the law, the law will control.

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043)."

6. The Franchise Agreement and Area Development Agreement require application of the laws and forum of Minnesota. This provision may not be enforceable under California law.

7. The Franchise Agreement and Area Development Agreement require binding arbitration. The arbitration will occur at the office of the American Arbitration Association located nearest Anytime Fitness Franchisor LLC's principal offices (currently, Woodbury, Minnesota). You will bear all costs of arbitration if we secure any relief against you in the arbitration, or are successful in defending a claim you bring against us in the arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

8. California [Civil Code Section 1671] has statutes which restrict or prohibit the imposition of liquidated damage provisions.

9. The highest interest rate allowed by law in California for late payments is 10% annually.

10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

11. Pursuant to Section 31512.1 of the California Franchise Investment Law, any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE HAWAII FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises offered and sold in the state of Hawaii:

This Hawaii Addendum is only applicable if you are a resident of Hawaii or if your business will be located in Hawaii.

1. Anytime Fitness Franchisor LLC's Franchise Disclosure Document is currently registered in the states of: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

2. The states in which Anytime Fitness Franchisor LLC's, Franchise Disclosure Document is or will be shortly on file: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

3. No state has refused, by order or otherwise, to register the Anytime Fitness franchise.

4. No state has revoked or suspended the right to offer Anytime Fitness franchises.

5. Anytime Fitness Franchisor LLC has not withdrawn the proposed registration of the Franchise Disclosure Document in any state.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The Franchisor's registered agent in the state authorized to receive service of process is:

Commissioner of Securities of
Department of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, Hawaii 96813

No release language set forth in the Franchise Agreement shall relieve the franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Based upon the Franchisor's financial condition, the Hawaii Director of Commerce and Consumer Affairs has required the deferral of all initial fees to be paid to the Franchisor until the Franchisor's pre-opening obligations to the franchisee have been fulfilled.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Illinois:

This Illinois Addendum is only applicable if you are a resident of Illinois and your business will be located in Illinois.

1. Illinois law governs the Franchise and Area Development Agreements.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. A Surety Bond has been obtained by the Franchisor. The Surety Bond is on file with the office of the Illinois Attorney General. This financial assurance requirement was imposed by the Illinois Attorney General due to the Franchisor’s guarantor’s financial condition.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE MARYLAND FRANCHISE REGISTRATION
AND DISCLOSURE LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede and apply to all Anytime Fitness franchises sold to residents in the state of Maryland:

1. On the basis of the financial information submitted by the Franchisor to the Maryland Securities Division, the Division has required and the Franchisor has posted a surety bond, which surety bond is on file with the Maryland Securities Division to secure the Franchisor's pre-opening obligations to Maryland Franchisees.

2. Item 17 of the Franchise Disclosure Document is amended as follows:

> "Termination for bankruptcy filing may not be enforceable under the United States Bankruptcy Act, but we intend to enforce it to the extent enforceable."

3. Items 17(c) and 17(m) are revised to provide that, under COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Item 17(v) and (w) are modified by the insertion of the following:

> "Any Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE MINNESOTA FRANCHISE LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Minnesota:

This Minnesota Addendum is only applicable if you are a resident of Minnesota or if your business will be located in Minnesota.

1. Minn. Stat. Section 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the FDD can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, form or remedies provided for by the laws of the jurisdiction.

2. We will comply with Minn. Stat. Section 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

3. Item 13 is revised to include the following language:

> "To the extent required by the Minnesota Franchise Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement and Development Agreement."

4. Item 17(c) and 17(m) are revised to provide that we cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment.

5. We are prohibited from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE NEW YORK GENERAL BUSINESS LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of New York:

This New York Addendum is only applicable if you are a resident of New York or if your business will be located in New York.

1. The page entitled ***Special Risks to Consider About This Franchise*** is amended as follows:

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

6. **Information**. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added at the end of the first paragraph of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

4. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

6. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

7. Franchise Questionnaires and Acknowledgements -- No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or

other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Receipts -- Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY THE
NORTH DAKOTA FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of North Dakota:

The North Dakota Addendum is only applicable if you are a resident of North Dakota or if your business will be located in North Dakota.

1. THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

   Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees. The above restrictions should be addressed with a State specific addendum to the Disclosure Document for North Dakota.

11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any

document executed in connection with the franchise.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE RHODE ISLAND FRANCHISE INVESTMENT ACT

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Rhode Island:

This Rhode Island Addendum is only applicable if you are a resident of Rhode Island or if your business will be located in Rhode Island.

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE VIRGINIA RETAIL FRANCHISING ACT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Anytime Fitness Franchisor LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. The following language is added to the end of the "Summary" section of Item 17 (e), entitled "Termination by franchise without cause":

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchise Act or the laws of Virginia, that provision may not be enforceable."

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Washington:

This Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.

1. In light of SEB Franchising Guarantor LLC's lack of operating history, the Washington Department of Financial Institutions has required and the Franchisor has posted a surety bond, which surety bond is on file with the Washington Department of Financial Institutions to secure the Franchisor's pre-opening obligations to Washington Franchisees.

2. In the event of a conflict of laws, to the extent required by the Act, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.

3. 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.

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

5. 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.

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

7. 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.

8. 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.

9. On or about October 16, 2018, our predecessor entered into an Assurance of Discontinuance (No. 18-2-25824-3) with the State of Washington entitled In Re: Franchise No Poaching Provisions under which it agreed to refrain from including "no-poach" language in its Franchise Agreement, which restricts a franchisee from recruiting and/or hiring the employees of other franchisees and/or employees of the franchisor or its affiliates, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. Our predecessor also agreed to refrain from enforcing that language in any of its existing Franchise Agreements, notified its current franchisees of the entry of the Assurance of Discontinuance, notified the Washington Attorney General if any of its franchisees attempted to enforce such a provision, offered to amend existing Franchise Agreements to delete the no-poach language and remove the language from existing Franchise Agreements as they come up for renewal. Our predecessor satisfied the requirements in the Assurance of Discontinuance and submitted to the State of Washington a declaration of completion.

10. The page entitled "**Special Risk(s) to Consider About *This* Franchise**" is amended by the addition of the following language:

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

6. **Use of Franchise Brokers.** The franchisor uses 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 experience with the franchisor.

11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

STATE SPECIFIC ADDENDUM
AS
REQUIRED BY
THE WISCONSIN FAIR DEALERSHIP LAW

Notwithstanding anything to the contrary in the Anytime Fitness Franchisor LLC Franchise Disclosure Document, Franchise Agreement or Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Anytime Fitness franchises offered and sold in the state of Wisconsin:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, non-renewal or substantial change in competitive circumstances of a dealership agreement without good cause. The law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document, Franchise Agreement and Development Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provision of the Franchise Agreement or Development Agreement that are inconsistent with the law Wis.Stat.Ch.135, the Wisconsin Fair Dealership Law, § 32.06(3), Wis.Code.

EXHIBIT H

HEALTHY CONTRIBUTIONS AGREEMENT

healthy
CONTRIBUTIONS
WELLNESS. REWARDED.

Healthy Contributions Program Agreement

Primary Business Name (DBA): _____

Primary Contact Number: _____

Primary Business Name (Legal): _____

Primary Address: _____

Address #2: _____

City: _____ State: _____ Zip: _____

This Agreement is made on _____, 20___, by and between Healthy Contributions, SPV LLC ("HC") and _____ ("Client") will confirm the arrangement under which HC is providing payment-processing services for Client and data transfer and disbursement services for the programs chosen by Client, all as set out below.

1. **Appointment:** Client hereby appoints HC to act as its reimbursement processor for the fitness incentive programs managed by HC and selected by the Client (the "Programs"). The duties of HC are as follows: (A) provide a platform for the entry of data; (B) collect and provide specific Program usage data to the Program Provider; (C) return status of this data to Client via web reporting; and (D) if applicable, disburse any monies to the Client based upon instructions from the Program Provider.
2. **Service:** HC agrees to facilitate the collection and transfer of data and funds for Client as this information is provided to HC. To that end, by the 5th calendar day of each month for the prior month, Client shall provide HC with the member usage information as requested, and in the format required, by HC. Disbursement of funds hereunder by HC to Client shall occur at the times agreed to by HC and the Program Provider but is contingent upon data and funds received from the associated Program Provider, and upon Client's provision of member usage information in the formats required by HC.
3. **Management:** HC has agreed to manage certain fitness incentive programs including the Programs. Management and maintenance of participants, such as

Client, shall include random audits and investigation of any improper or suspicious acts or behavior. Client's facility's staff is subject to record and data review by HC at any time. If improprieties are found or suspected, a review of participation will be initiated with Program providers in question and may result in a warning, probation, suspension or Client's permanent removal from the programs.

4. **Fees:** Client agrees to pay HC for its services provided herein pursuant to the attached Healthy Contribution Club Fee Structure Schedule (the "Fee Structure Schedule") based on the billing option at the end of this Agreement checked by Client. All Programs will be set at the billing option checked by Client except where a different method is mandated by a Program's provider. In that case, fees are then determined by the nature of the disbursement chosen for that provider's Program. HC reserves the right to change the fees and charges provided for herein without prior notice. If Client wishes to object to such change, it may deliver written notice thereof to HC within sixty (60) days of Client's receipt of the first monthly report reflecting such change. If Client objects to such change, the parties may negotiate a mutual agreement regarding fees or a party may terminate this Agreement pursuant to Section 6, but Client must pay the new fee imposed by HC for services performed before the date of termination.

5. **Payment of Fees**: HC will post on its website each month a report of fees and processing charges charged to Client for services performed by HC in the prior month. Payments will be drafted from Client's accounts monthly. If payment is unable to be drafted, Client will be notified and offered a second payment method. A late fee of $25.00 may be imposed if payment is not made within 10 days of notification. HC will not be liable to Client or be in breach of this Agreement due to the failure of Client to comply with its reporting obligations to HC or due to the failure of a Program provider to provide HC with the appropriate information or funds so that HC can perform its obligations hereunder. In addition, in the event that Client has not paid any fee within 10 days of notification by HC, HC reserves the right to suspend all services to be provided to Client pursuant to this Agreement until such time as full payment is made by Client, and HC will not be liable to Client or any third party in any manner, or in breach of this Agreement, for such suspension of services.

6. **Termination & Closing club(s):** Unless otherwise terminated pursuant to Section 4, either party may terminate this Agreement by giving the other party (30) days written notice. If Client is discontinuing its involvement in a Program, it will immediately notify all participating members of the Program that benefits will cease. It must also immediately notify HC to close out accounts and provide HC with current member status. HC will notify the Program Provider, if necessary.

7. **Sale:** If Client sells its business, client must agree to provide to Healthy Contributions the identity and contact information of new ownership. This agreement will immediately terminate without further obligation from HC or Client. Fees that are owed for the final processing period will be the responsibility of

Program Provider. Any processing that is submitted past the date of sale is still calculated by usage month and Program Provider is responsible for paying these fees to HC.

8. **Confidentiality:** During the term of this Agreement and at any time after, Client will keep confidential and not disclose any Confidential Information (as defined below) nor will Client use the Confidential Information for a purpose detrimental to HC. Client will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, but not be limited to, the terms of this Agreement, including any financial terms, trade secrets, the identity of any Program providers, unique identifiers, Personal Information (as defined below), and reimbursement amounts.

9. **Privacy:** During the term of this Agreement and at any time after, if Client obtains or has access to "Personal Information", Client agrees to comply with all applicable privacy laws and to hold and protect all "Personal Information" in strict confidence and maintain the confidentiality of this information except as required by law or a court order.

    a. "Personal Information" means any information about or concerning an individual including, but not limited to:

        i. An individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver's license number or state identification card number; (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number; (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional;

10. **Forms; Programs:** HC shall advise Client that they have the option to either 1.) Maintain original documents related to the participating member's Program Providers enrollment forms in a secure location consistent with existing record retention policies, 2.) Return documents and forms back to the member after inserting this information into the enrollment website, or 3.) Destroy forms in a secure manner. All options stand unless state law record retention requirements

state otherwise. Client is solely responsible for the membership agreement that Client uses. HC will provide Client with a copy of the participating Program Provider's enrollment forms and Client shall make copies for enrollment. Client will not be allowed to make changes to the enrollment forms.

11. **Information**: Pursuant to Section 2, Client must enter all member usage data by the 5th of the month for the prior month, unless Client uses a system where member usage is collected by HC for the facility. Client represents, warrants and covenants that all data is accurate, and Client will provide HC all documentation requested by HC, or participating Program Providers. It is Client's responsibility to update member information and review the monthly return reports as they are made available. HC will not be liable for incorrect reimbursements due to Client-entered data errors. Client also grants HC authority to provide the usage information to the Programs. There will be a separate monthly charge for each individual club of Client that uses the website; i.e. if Client owns multiple facilities it will have to pay for each facility as its own separate entity. Client acknowledges the importance of meeting the timelines and processes for the delivery of information set forth herein.

12. **Workouts:** All workouts for these Programs by Client's members must be performed inside the walls of Client's facility.

13. **Trademark Usage:** All advertisements or other marketing materials referencing a Program Provider's name, trademark, service mark, logo or other commercial symbol must be approved by that Program Provider's legal department prior to publication by Client. Requests can be facilitated through HC.

14. **Indemnification**: Indemnification: Liability: Client agrees to defend, indemnify and hold harmless HC, its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission of Client, or breach of this Agreement by Client; (b) any injury or Damage to a member or other individual at a facility of Client or any other Damages incurred by HC in connection with it services hereunder; or (c) any Damages incurred by HC as a result of a suspension of services hereunder in the event that Client does not make timely payment as provided in Section 5 hereof. HC may defend at Client's expense any claim against it. HC is not liable for the acts or omissions of a Program provider, whether related to this Agreement or otherwise.

15. **Litigation:** This Agreement, and the respective rights of the parties under this Agreement shall be governed by and construed under the laws of the state of Minnesota, without application of any choice of law principal. Any claim, cause of action, suit or demand arising out of or related to this Agreement, or the relationship of the parties, shall be brought exclusively in the state or federal courts

located in Hennepin County, Minneapolis, Minnesota, and the parties irrevocably consent to the jurisdiction and venue of such courts. Client hereto agrees that valid service of process may be affected on it outside of Minnesota by certified mail at the address of its last known principal office or by any other means authorized under Minnesota law.

16. **Entire Agreement:** This Agreement, including the documents referenced herein, is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Copies of this Agreement with signatures transmitted by facsimile shall be deemed to be original signed versions of this Agreement.

17. **Additional Documents:** Client acknowledges that it has read and understands this Agreement and the HC Documents. In the event of a conflict between the terms of this Agreement and any of the foregoing documents, the terms of this Agreement shall control.

18. **Liability Insurance:** Client will at its own cost and expense, maintain (and cause its subcontractors working on the facility, if any to maintain) the following insurance coverage in full force: Workers' Compensation Insurance and Commercial Liability Insurance, with limits of not less than $1,000,000. The insured must give Healthy Contributions thirty (30) days' written notice before the insurance is cancelled or altered in a way that no longer satisfies the requirements Client will need to provide a copy of the current certificate of liability insurance.

19. **Benefits; Assignment; Third Party Beneficiary Rights:** This Agreement shall inure to the benefit of and shall bind the successors and permitted times assigns of both parties to this Agreement. Client may not assign or transfer its interest in this Agreement without the prior written consent of HC. Client agrees and acknowledges that each Program Provider for each Program that Client opts to participate in pursuant to this Program Agreement is an express third-party beneficiary under this Program Agreement with rights of enforcement including, without limitation, audit rights as provided for in Section 3, indemnification rights as provided for in Section 14 and the right to claim contract damages or damages for breach of warranty in the event that the data provided by Client is inaccurate or fraudulent.

20. **Acknowledgments:** Client acknowledges: (A) that HC is not a payer of services, nor an insurer with respect to any services provided by Client and its only obligation with respect to funds received from the Program Provider is to disburse the funds in accordance with the instructions of the Program Provider; (B) that HC shall have no obligation to disburse funds hereunder if a Program Provider fails to provide the funds for reimbursement to HC; and (C) that HC has not made any representation, warranty or guarantee as to any revenue that it may derive from any program.

21. **Non-exclusivity:** Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.

22. **Email:** Healthy Contributions may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services. Notwithstanding, any formal notifications regarding this Agreement shall be sent to the other party via certified mail for approval and verification that such mailings do not violate privacy laws or opt out notifications by the intended recipient.

Healthy Contributions, SPV LLC

By: _____

Title: _____

Signature: _____

Date: _____

Client: _____

Signee Name: _____

Title: _____

Signee Email: _____

Signature: _____

Date: _____

EXHIBIT I-1

GENEVA CAPITAL, LLC FINANCING DOCUMENTS

MASTER EQUIPMENT LEASE AGREEMENT

Agreement # _____
Federal Tax #_____

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER		STREET ADDRESS	
CITY	STATE	ZIP	PHONE
EQUIPMENT LOCATION:			

SUPPLIER INFORMATION

NAME OF SUPPLIER	STREET ADDRESS	CITY	STATE	ZIP	PHONE

EQUIPMENT DESCRIPTION **Equipment Cost $_____**

QUANTITY	**ITEM DESCRIPTION**	**SERIAL #**

RENTAL TERMS	**RENTAL PAYMENT AMOUNT**	**SECURITY DEPOSIT**
Term in months ____	___ **Payments of $_____** **(w/o tax) plus applicable taxes**	**$_____**
Rent Commencement Date:		
	Rental Payment Period is monthly unless otherwise indicated	

END OF LEASE TERMS: Provided the Master Equipment Lease Agreement (the "Agreement") has not terminated early and no event of default under the Agreement has occurred, Customer shall have the following options at the end of the original term. 1. Purchase the equipment immediately upon expiration of the Lease. 2. Renew the Agreement per paragraph 1 of the Agreement. 3. Return the Equipment to a location designated by Owner per paragraph 5 of the Master Equipment Lease Agreement.

THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED BY CUSTOMER.

MASTER TERMS AND CONDITIONS (This Agreement contains provisions set forth on page 2 and any supplements and/or addendums, all of which are made part of this Agreement).
1. AGREEMENT: Customer agrees to rent from Owner the personal property described under "EQUIPMENT DESCRIPTION" and as modified by supplements and/or addendums to this Agreement from time to time signed by Customer and Owner (along with any upgrades, replacements, repairs and additions, "Equipment"). This Agreement may be modified only by written agreement, signed by Customer and Owner, and not by course of performance or dealing. The term of this Agreement will begin on the Rent Commencement Date as established by the above RENTAL TERMS and will continue for the number of consecutive months provided herein. **THE TERM WILL BE EXTENDED, IN ACCORDANCE WITH THE END OF LEASE TERMS, ON A MONTH TO MONTH RENTAL BASIS UNLESS CUSTOMER SENDS OWNER WRITTEN NOTICE OF CUSTOMER'S INTENTIONS AT LEAST THIRTY (30) DAYS BEFORE THE END OF THE ORIGINAL TERM, PROVIDED THAT THE MONTHLY PAYMENT SHALL BECOME DUE IF CUSTOMER FAILS TO REMIT THE PURCHASE OPTION AMOUNT TO OWNER OR RETURN THE EQUIPMENT AS PROVIDED HEREIN.** Customer authorizes Owner to insert in this Agreement the Rent Commencement Date, any serial numbers and other identification data about the Equipment, as well as any other omitted factual matters. This Agreement is the final agreement between the parties; any verbal or written communications prior to this Agreement are hereby superseded by this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. **(CONTINUE ON PAGE 2)**

OWNER ACCEPTANCE

DATED (MM/DD/YYYY**):** _____

OWNER: **GENEVA CAPITAL, LLC**
1311 Broadway St, Alexandria, MN 56308

AUTHORIZED SIGNATURE: _____

TITLE: _____

CUSTOMER ACCEPTANCE

If transmitted electronically, via facsimile, email or similar means you agree that we may treat electronic record or a paper copy of the output received from electronic transmission as an original of this written Agreement.

DATED (MM/DD/YYYY)**:** _____

CUSTOMER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PERSONAL GUARANTY: **As additional consideration for Owner to enter into this Master Equipment Lease Agreement ("Agreement"), the undersigned ("You") and for more than one guarantor, jointly, severally, absolutely, unconditionally, and continually personally guarantee that the Customer will make all payments and meet all obligations required under this Agreement and any supplements thereto fully and promptly. You agree that Owner may make other arrangements with the Customer and You waive all notice of those changes and will remain responsible for any and all payment and obligations under the Agreement. Owner does not have to notify You if the Customer is in default. If the Customer defaults, You will immediately pay in accordance with the default provisions of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for Owner to proceed legally to enforce this Guaranty, this Agreement will be deemed fully executed and performed in, and will be governed by and construed in accordance with the state law in accordance with Owner's or Its Assignee's principal place of business. You expressly consent to jurisdiction of any state or federal court in Owner's state or Its Assignee's principal place of business or any other court so chosen by Owner. YOU EXPRESSLY CONSENT TO GOVERNING LAW, VENUE PROVIDED HEREIN AND EXPRESSLY HEREBY WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES YOU MAY HAVE RELATED TO OR RELATING TO THIS AGREEMENT. You agree to pay all costs, including attorneys' fees and costs incurred in enforcement of this Guaranty. You agree to be bound by paragraph 14 of this Agreement. It is not necessary for Owner to proceed first against the Customer or the equipment before enforcing this Guaranty against You.**

Personal Guarantor	**Personal Guarantor Signature**	**DATE** (MM/DD/YYYY)	**Mobile Phone #**	**Email Address**
Personal Guarantor	**Personal Guarantor Signature**	**DATE** (MM/DD/YYYY)	**Mobile Phone #**	**Email Address**

2. NON-CANCELABLE LEASE: CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, TO PAY OTHER SUMS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THE AGREEMENT IS ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, OR COUNTERCLAIM WHICH CUSTOMER MAY HAVE AGAINST ANY PERSON FOR ANY REASON WHATSOEVER OR ANY MALFUNCTION, DEFECT OR INABILITY TO USE ANY ITEM OF EQUIPMENT.

3. RENT: The Agreement shall commence upon the Rent Commencement Date and shall end upon full performance by Customer in observance of all terms, conditions, and covenants set forth in the Agreement and any extension thereof. Rent shall be paid in advance and in the amount and frequency as provided herein plus any applicable taxes and fees including but not limited to sales tax, use tax, property tax, equipment protection fees, and late charges. The first such rental payment shall be due on the Rent Commencement Date and each subsequent payment will be due on the same day of each subsequent month or other frequency as explicitly provided for. Owner will have the right to apply all sums received from Customer to any amounts due and owed to Owner under the terms of this Agreement or any other Agreement between Owner and Customer. Customer agrees that Customer owes Owner additional pro rata rent calculated as one-thirtieth ($1/30^{th}$) of the monthly rental amount per day from the earlier of the date of Equipment delivery or the date of advanced funding to Supplier until the Rent Commencement Date and the Agreement begins. Provided no events of default have occurred, Owner will allow Customer to pay off the Agreement early for an amount equal to the sum of all remaining unpaid rental payments, discounted to a net present value at a rate up to five percent (5%), plus the purchase option price.

4. OWNERSHIP OF EQUIPMENT: Owner has purchased the Equipment at the direction of Customer. Owner shall at all times have sole ownership and title to the Equipment. Customer warrants that the Equipment shall at all times remain personal property; the Equipment is removable from and is not essential to any premise upon which it is located regardless of attachment to realty, and Customer agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment. This Agreement is a "true lease" and not a loan or installment sale. If this Agreement is held by a court not to be a "true lease" Customer hereby grants Owner a security interest in the Equipment and all proceeds arising therefrom. If any portion of the rent or other payments hereunder shall be deemed interest and such interest exceeds the highest rate permitted by applicable law, such excess interest shall be applied to your obligations to us or refunded if no obligations remain. Customer hereby authorizes Owner to file UCC financing statements as We deem necessary to protect Our interest, and Owner may charge a fee to cover related costs or at Owner's discretion a non-filing protection fee. The parties further agree that this Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC") and notwithstanding any determination to the contrary, Owner will have the rights and remedies of a lessor as if the Agreement were a "finance lease" under Article 2A of the UCC. To the extent permitted by applicable law, Customer hereby waives any and all rights conferred upon a lessee under UCC Article 2A-508 through 2A-522 as enacted by Minnesota Statute Sections 336.2A-508 through 336.2A-522 whether or not said statute is applicable, or other applicable law. Customer shall not alter the Equipment without prior consent from Owner. Any alterations or improvements to any item of Equipment shall be deemed accessions and shall be returned to Owner with the Equipment to Owner upon the Agreement expiration or earlier repossession. Customer shall maintain the Equipment in good repair, condition and working order. Customer shall furnish all parts, mechanisms, devices and labor required to keep the Equipment in such condition and pay all costs incident to the Equipment's operation.

5. LOCATION OF EQUIPMENT: Customer will keep and use the Equipment at Customer's Equipment Location on page 1 and Customer agrees not to move it unless Owner agrees to it in advance. At the end of the Agreement's term or upon termination for any other cause, unless Equipment is purchased or the Agreement is renewed, Customer will return the Equipment to a location Owner specifies at Customer's expense. The Equipment must have been inspected and tested by a source authorized by Owner and paid at Customer's expense documenting that the Equipment is in full working order, in complete repair and is in good retail condition acceptable to the Owner. Customer agrees to remove any and all sensitive data stored on Equipment or software at Customer's expense. Upon request, Customer shall advise Owner as to the exact location of the Equipment. Owner reserves the right to inspect the Equipment (by a source authorized by the Owner) at any time during normal business hours throughout the Agreement term and Customer shall permit Owner access to the Equipment for such purposes.

6. WARRANTIES: OWNER MAKES NO WARRANTY, REPRESENTATION, OR COVENANT, EXPRESS OR IMPLIED, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THE EQUIPMENT IS MERCHANTABLE. CUSTOMER SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT INCLUDED IN THIS AGREEMENT BASED UPON CUSTOMER'S OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY OWNER. OWNER SHALL HAVE NO LIABILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT, FOR ANY DELAY OR FAILURE BY SUPPLIER(S) TO DELIVER AND INSTALL THE EQUIPMENT OR TO PERFORM ANY SERVICES, OR WITH RESPECT TO THE SELECTION, INSTALLATION, TESTING, PERFORMANCE, QUALITY, MAINTENANCE, OR SUPPORT OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OWNER'S AND NO REPRESENTATION BY SUPPLIER SHALL IN ANY WAY AFFECT CUSTOMER'S DUTY TO PAY THE RENTAL PAYMENTS AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

7. LOSS OR DAMAGE: Customer is responsible for the risk of loss, destruction of, or damage to the Equipment. No such loss or damage relieves Customer from the payment obligations under this Agreement. Customer agrees to promptly notify Owner in writing of any loss or damage and at Owner's discretion either pay to Owner the Accelerated Amount or repair or replace the Equipment so that the Equipment is returned to the condition required herein.

8. COLLATERAL PROTECTION & INSURANCE: Customer agrees to keep the Equipment fully insured against property damage and/or loss with Geneva Capital, LLC and its Assigns as Loss Payee in an amount not less than the original Equipment Cost until this Agreement is terminated. Customer also agrees to obtain a $500,000 comprehensive general liability insurance policy and to include Geneva Capital, LLC and its Assigns as an Additional Insured on the policy. Customer agrees to provide Owner with a complete certificate of insurance acceptable to Owner, before this Agreement begins. In the event the acceptable certificate is not received or later lapses, Customer further authorizes Owner as Customer's attorney-in-fact to enroll Customer in an equipment protection program through a third-party insurance provider and Customer agrees to pay a monthly administrative surcharge to Owner. Owner shall be under no obligation or duty to enroll Customer in such program and such coverage may not protect Customer's interests and may be at a higher cost than what Customer could arrange on its own. Any insurance proceeds will be paid to Owner and Customer grants Owner a power of attorney to effectuate such payments of insurance proceeds or negotiate checks. Insurance proceeds shall be applied to any loss or damage, but Customer shall remain liable for any balance due under this Agreement if insurance proceeds are insufficient to pay off the Lease. **NOTHING IN THIS PARAGRAPH WILL RELIEVE CUSTOMER OF CUSTOMER'S RESPONSIBILITY FOR PROPERTY AND LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.**

9. INDEMNITY: Customer shall and does hereby agree to indemnify, defend and hold harmless Owner and any Assignee, and each of their directors, officers, employees, agents or affiliates from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages, and liabilities (including attorneys' fees) arising out of, connected with or resulting from the delivery, possession, use, operation, maintenance, repair or return of Equipment by Customer or its employees, agents, customers or vendors. Customer's obligations under the preceding sentence shall survive expiration of any rental term or the termination of the Agreement.

10. TAXES AND FEES: Customer agrees to pay when due all taxes (including but not limited to sales tax, personal property tax, fines and penalties) relating to this Agreement or the Equipment on a monthly basis. If the Equipment is subject to personal property tax, Customer agrees to pay a monthly amount to Owner, beginning in the first year in which the taxes are assessed, calculated as 1/12th of the estimated personal property tax for the year as well as any administrative fees charged by the Owner for processing the tax filings. Such amount will be adjusted each year to reflect changes in the valuation of the Equipment. If the Equipment or use of the Equipment requires licensing or registration with any governmental authority, Customer shall, at Customer's expense, obtain and maintain such license or registration continuously during the term of this Agreement and pay all license and/or registration fees. Customer agrees Owner may make a profit on any administrative surcharge, or processing of any taxes and/or fees.

11. ASSIGNMENT: **CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** Owner may sell, assign, or transfer this Agreement. Customer agrees that if Owner sells, assigns, or transfers this Agreement, the new owner will have the same rights and benefits that Owner has now and will not have to perform any of Owner's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set offs that Customer may have against Owner.

12. DEFAULT AND REMEDIES: If Customer does not pay any rental payment or other sum due to Owner when due, or if Customer breaches any of Customer's obligations in the Agreement or any other agreement with Owner, or if Customer or any Guarantor of Customer's obligations dies, becomes insolvent, files for or is the subject of a proceeding in bankruptcy, Customer will be in default. Customer agrees that a default under this Agreement or any other agreement between Customer and Owner shall constitute a default under all agreements at Owner's discretion. If any part of a payment is not received by Owner within 4 days of its due date, Customer agrees to pay a late charge of 15% of the payment which is late or $25.00, whichever is greater, or if less, the maximum charge allowed by law. If Customer is ever in default, Owner may do any of the following, each of which shall be cumulative: retain Customer's security deposit; elect not to renew any or all time-out controls programmed within the Equipment; remotely disable the Equipment; instruct Supplier, manufacturer or others to withhold service on the Equipment; proceed by appropriate court action(s) to enforce any right or remedy under this Agreement, at law or in equity, including any right under the UCC; recover interest on any unpaid payment from the date it was due until fully paid at the rate of 18% per annum or if less the highest rate permitted by law; without notice, cancel this Agreement whereupon all of Customer's rights to the use of the Equipment shall terminate, and Customer shall deliver possession of the Equipment to Lessor in accordance with this Agreement and Customer shall deliver possession of the Equipment to Lessor in accordance with this Agreement and Customer shall remain liable for all amounts due herein; take possession of any or all of the Equipment and sell, dispose of, hold, use or lease the Equipment; declare immediately due and payable, as liquidated damages for loss of bargain and not as a penalty (i) all accrued and unpaid rent and other accrued obligations hereunder, plus (ii) the sum of all unpaid rent for the remaining Agreement term plus the end of term purchase option price, both discounted to present value at a discount rate of 3% (the "Accelerated Amount") (the Accelerated Amount shall bear interest at a rate equal to 18% per annum or if less the highest rate permitted law). If any information supplied by Customer on the credit application or during the credit process is later found to have been falsified or misrepresented, Customer shall be considered in default and in addition to the preceding remedies, Owner may file criminal charges against Customer and prosecute to the fullest extent of the law. If Owner refers this Agreement to an attorney or collection agency for collection, Customer agrees to pay Owner reasonable attorney and collection fees and actual court costs. Customer further agrees that in the event of default, Owner shall be allowed to take possession of the Equipment and in the event of repossession transfers all ownership interest in said equipment to Owner. If Owner takes possession of the Equipment, Customer agrees to pay the cost of repossession including any damage to the Equipment or real property as a result of the repossession. Customer agrees that Owner will not be responsible to pay Customer any consequential or incidental damages for any default by Owner under this Agreement. Customer agrees that any delay or failure to enforce Owner's rights under this Agreement does not prevent Owner from enforcing any rights at a later time. Customer further authorizes Owner to obtain and use consumer credit reports as may be needed and Customer waives any right or claim Customer may otherwise have under the Fair Credit Reporting Act in absence of this continuing consent.

13. MISCELLANEOUS: The Security Deposit is to secure Customer's performance under this Agreement. Customer will pay the security deposit on the date Customer signs this Agreement. In the event this Agreement is not fully completed or consummated, the security deposit will be retained by Owner to compensate Owner for Owner's documentation, processing, collection efforts and other expenses. If all conditions herein are fully complied with and provided there are no events of default to this Agreement per paragraph 12, the security deposit will be refunded to Customer after the return of the Equipment in accordance with paragraph 5 or the Agreement is paid in full. This Agreement may be signed in counterparts that together will constitute one document. This Agreement may be executed by way of facsimile or electronic transmission, and if so, shall be treated as an original having the same binding legal effect. Only the counterpart of this Agreement that bears Owner's manually applied signature shall constitute the original chattel paper for purposes of possession. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement. Captions or paragraph headings are intended for convenience or reference only and shall not be construed to define, limit or describe the scope or intent of any provision hereof. Customer will promptly execute or otherwise authenticate and deliver to the Owner such further documents or take such further action as Owner may reasonably request in order to carry out the intent and purpose of this Agreement. Unless Customer provides Owner with written notice of non-acceptance of the Equipment within ten (10) days of Supplier's delivery of Equipment to Customer, the Equipment shall be deemed to be fully accepted and Agreement shall be fully valid and in force whether or not Customer has executed a Delivery & Acceptance Certificate. Upon Owner's request, Customer agrees to provide updated financial information (including but not limited to financial statements and tax returns).

14. LAW. THIS AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN OWNER'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE STATE LAW IN ACCORDANCE WITH OWNER'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. CUSTOMER EXPRESSLY CONSENTS TO JURISDICTION OF ANY STATE OR FEDERAL COURT IN OWNER'S STATE OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS OR ANY OTHER COURT SO CHOSEN BY OWNER. CUSTOMER EXPRESSLY CONSENTS TO GOVERNING LAW, VENUE PROVIDED HEREINAND EXPRESSLY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS, COUNTERCLAIMS, AND DEFENSES CUSTOMER MAY HAVE RELATED TO OR RELATING TO THIS AGREEMENT.

_____

AUTHORIZED SIGNATURE **DATE**

Geneva Capital, LLC
1311 Broadway Street
Alexandria, MN 56308

Credit Release & Information Verification Language

By signing this application the applicant(s) certifies that all information contained in this application, and all attachments hereto, are true and accurate to the best of the applicant(s) knowledge and are made for the purpose of obtaining credit for business purposes, and not for personal or family use. The applicant(s) hereby authorize Geneva Capital L.L.C. and its assigns to obtain and use consumer credit reports on the undersigned, now and from time to time, as may be needed in the credit evaluation and review process and waives any right or claim the applicant(s) would otherwise have under the Fair Credit Reporting Act in absence of this continuing consent. The applicant(s) further authorize any government agency, bank or financial institution to release credit information on the applicant(s) accounts to Geneva Capital L.L.C. and its assigns. If credit is extended, Applicant agrees that submitting an electronic, photocopy or facsimile copy of a signed authorization shall be deemed to be binding, valid, genuine and authentic as an original-signature document for all purposes. The applicant(s) further authorize Geneva Capital L.L.C. to mail, fax or e-mail solicitations of future lease financing services to applicant.

X _____ _____

Signature *Date*

EXHIBIT I-2

GUIDANT FINANCIAL GROUP FINANCING DOCUMENTS

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iFinance Agreement

Investing your retirement savings into a small business can be a prudent strategy for achieving your retirement goals. Guidant Financial is dedicated to ensuring that Guidant's iFinance meets all applicable regulations for a Rollover for Business Start-ups plan.

Please review each statement and verify your understanding of the specific actions you must take when utilizing a Rollover for Business Start-ups plan such as Guidant's iFinance.

FIDUCIARY OBLIGATIONS:

To benefit from the tax-deferred advantages of a qualified retirement account, regulations require that you choose investments that are in the best interest of your retirement account.

I verify that I have performed due diligence and believe that my decision to invest my personal retirement funds into the corporation is a good investment in the best interest of my 401(k).

I verify my understanding that I could lose up to 100% of my investment if the business fails.

I have done my own due diligence and have determined that the use of my retirement monies as funding source for iFinance and related business transaction is a prudent use of my retirement monies and is a good investment for the 401(k) Plan.

401(k) PLAN RESPONSIBILITIES:

As the trustee of a 401(k) plan, you have a duty to manage the plan so that it benefits *all* employees not just the owners and officers of the Corporation.

I verify that I will use this 401(k) as a long-term savings vehicle for *all* employees of the business and agree that I will encourage all eligible employees to participate.

I verify my understanding that when company stock is offered for purchase within the 401(k) plan, the offering ***must*** be available for *all* eligible employees.

PERSONAL SALARY/COMPENSATION CONSIDERATIONS:

To avoid any appearance of a conflict-of-interest with your 401(k) investment, you must defer paying yourself compensation until the company becomes an active business.

I verify that I will not draw compensation from the company before being opened for business; the company must be actively engaged in the buying or selling of goods and/or services.

I verify my understanding that my compensation should come from revenue generated from the business and not from the proceeds of the sale of employer stock to the 401(k).

I verify my understanding that taking compensation above what is fair and reasonable for the position and industry can create a prohibited transaction.

TERMS OF AGREEMENT:

I acknowledge that I have read, understand, and agree to be bound by the terms of this Agreement as detailed in the linked .[1] These Terms of Agreement are hereby incorporated by reference and, together with the documents executed in connection therewith, constitute the entire agreement between parties. There are no agreements, understandings, restrictions, representations, or warranties other than those set forth or referred to herein unless the parties have entered into an Addendum in writing, signed by the parties, that specifically references this Agreement.

I agree to discuss these requirements – *Fiduciary Obligations, 401(k) Plan Responsibilities, & Personal Salary/Compensation Considerations* – with my Outside Counsel to make an informed decision.

Signature Date Printed Name

[1] http://www.guidantfinancial.com/Libraries/documents/Guidant_401k_Online_Terms_and_Conditions_2010_09_21.sflb.ashx

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iFinance Agreement

CLIENT INFORMATION

Client Legal Name:
Client Date of Birth:

Spouse's Name (if applicable):
Spouse's Date of Birth:

Client Address:

County:

City:

State:

Zip:

What state do you want the Corporation filed in?[2]:

SHAREHOLDER INFORMATION

Retirement Funds/Accounts: Please list all parties investing retirement funds that will be used with iFinance.

❖ Have there been any rollovers within any of the below referenced accounts within the last 12 months?

If yes, please explain:

Account Owner Name	Type	Custodian	Amount	Inherited?

Non-Retirement Funds: Please list all parties investing personal funds in your new Corporation

Account Owner Name	Source	Amount
	Guidant Fee/Cash	

I have confirmed with my custodian that my funds can be transferred and I acknowledge that I am ultimately responsible for ensuring that my funds are eligible for transfer/rollover into the iFinance Plan.

The Internal Revenue Code imposes a limit of one IRA-to-IRA distribution with a 12 month period. Distributions that fall outside this exception are subject to applicable taxes and penalties. Have you made a 60 day IRA-to-IRA distribution from any IRA you own during the preceding 12 months, whether that IRA is listed above or not? If "yes" what was the date on the distribution check and to whom was that check made payable?

[2] In the event you submit your contract and later change the state of investment, additional requirements and fees will apply. Contact Guidant immediately.

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OUTSIDE COUNSEL

Consultations with outside counsel are conducted by telephone. Please indicate who you prefer to have represented by outside counsel[3]:

I, _____, hereby acknowledge that I have personally filled out the iFinance Agreement, the information therein is accurate to the best of my knowledge, and Guidant is entitled to rely on that information in fulfilling the iFinance.

PROPOSED INVESTMENT: BUSINESS TRANSACTION

- Are you purchasing a franchise?
- Will you be purchasing an existing business with iFinance?
  If **yes,** please answer the four following questions:
  1. This acquisition is an:
  2. Who are you purchasing the existing business from:
     - If **other**, please specify:
  3. Does this existing business have employees that will remain with the business after you acquire it?
     - If yes, how many existing employees are expected to remain with the business?
  4. Does this existing business have an existing retirement plan of any type?

❖ If yes, specify the type: If **other**, please specify:

- Do you contemplate the iFinance corporation will purchase, lease or otherwise occupy real estate that is owned by you, a family member or any entity in which you or any family member have any ownership?
  If **yes**, please explain:
- Do you anticipate the iFinance corporation entering into **any** type of commercial transaction or dealings with you, a family member or any entity in which you or any family member have ownership?
  If **yes,** please explain:
- Identify any and all parties (including other entities) involved with your pending business transaction. Include any familial relationships among those parties:

_____

[3] As provided in Paragraph 10 of the "Terms and Conditions." Client will receive two telephonic consultations, each ranging from 30-60 minutes maximum as determined by outside legal counsel to provide legal advice to Client on issues pertaining to the iFinance structure. If client's spouse/other investor desires to have separate legal counsel (i.e. no joint representation), the legal fees and costs of that separate legal counsel for the spouse/other investor will be the sole responsibility and expense of the Client. Client understands and agrees that GUIDANT will have no responsibility for such additional expenses.
"Joint Representation" means that both parties will be considered equally as clients, that both have the same legal interests, and both agree to attend all conferences with Outside Counsel. If you cannot meet those requirements, you must select single representation. With single representation, you may invite your spouse to attend any conference even if the spouse is not a client, with the understanding that you waive confidentiality in order to have the spouse attend. In this case, you both understand that only the represented spouse is entitled to reply on the legal advice.

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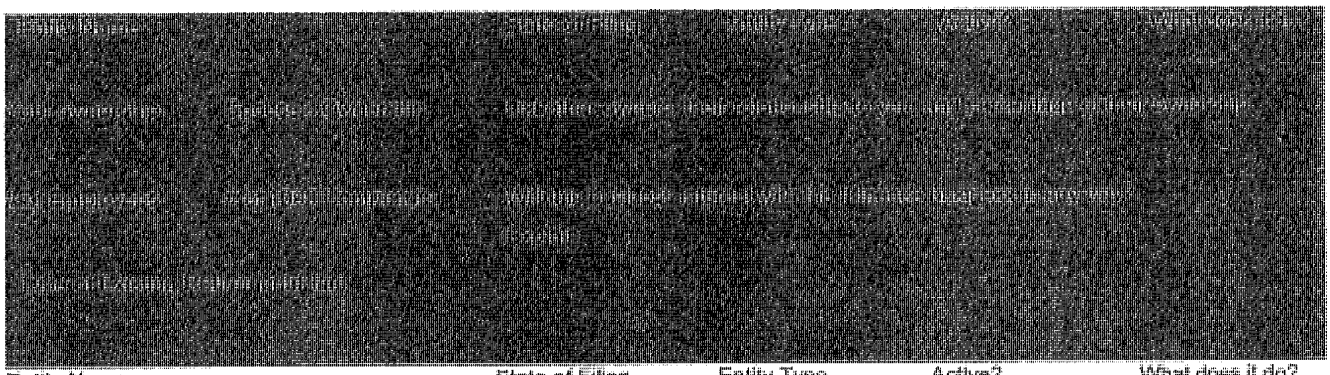
iFinance Agreement

Do you, your spouse, your children, or other investor(s) currently have ownership interest in any other business entities? (These include sole proprietorships, inactive and shell entities.)



Entity Name	State of Filing	Entity Type	Active?	What does it do?

Your ownership Spouse's Ownership List other owners, their relationship to you, and percentage of their ownership:

# of Employees # of 1099 Contractors: Will this business interact with the iFinance business in any way?

Explain:

Type of Existing Retirement Plan:

I understand that ANY interaction or co-commerce between any entity/business I have an ownership interest in and the new corporation that is being set up as part of my iFinance plan may constitute a prohibited transaction. If I decide that the entity or entities in which I have a personal ownership interest will interact with the iFinance corporation *in any way*, I agree to consult with my account manager and the outside legal counsel referred by Guidant, prior to such interaction. I agree to inform my outside counsel of all facts relating to any such possible interaction. *My initials below indicate that all individuals involved in the iFinance structure understand and agree to the above statements.*

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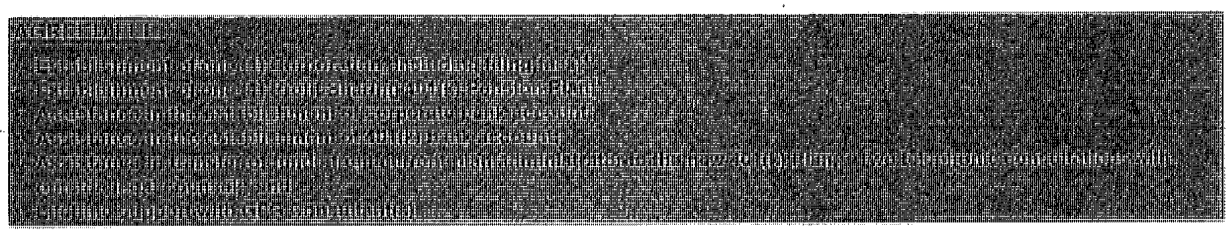
iFinance Agreement

This Agreement to Provide Services, dated , is a contract between Guidant Financial Group, Inc. ("GFG") and ("Client").

Upon return of a signed and completed copy of this Agreement, subject to the , your payment of GFG's Agreed Fee, and the approval of this Agreement by GFG's compliance department, you will have retained GFG to produce documents and to provide services required for the iFinance program, as detailed below:



Please add the optional expedited service to the Agreed Fee for an additional $499.00. This includes the expedited filing fee (where available), overnight delivery of documents as necessary, and expedited processing priority. This service is not offered for all states - consult your Consultant for details.[7]

Method of payment (select one of the choices below):

I have read, understand and agree to the terms of this agreement as detailed in the linked " ."[8]

Client Signature Date Printed Name

---

[4] The default state of filing will be the Client's state of residence, unless otherwise indicated by the client and agreed to by GFG. It is the client's responsibility to notify GFG if client would prefer to file in a state other than client's state of residence. The number of shares and par value authorized for your Corporation will be determined based on GFG's standard practices, unless agreed to otherwise. GFG will pay up to $500 in filing fees directly associated with the filing of the Articles of Incorporation. Filing fees will be determined by state filing fee requirements and based on GFG's standard filing practices, unless agreed to otherwise. Any filing fees, including fees related to the expedite of such filing, in excess of $500 are the sole responsibility of the client and such excess fees must be paid by the client to GFG in advance of filing the Articles of Incorporation. GFG cannot guarantee the processing times for filings and will not be held liable for any damages caused by delay from processing a filing.

[5] In addition to the Agreed Fee, you will have the opportunity to engage GFG for the required recordkeeping services of your 401(k) Plan. Recordkeeping fees begin at $119 per month. Fees will be paid in accordance with the terms of the Recordkeeping Agreement. Additional Recordkeeping fees may apply.

[6] As detailed in Paragraph 10 of the "Terms of Agreement."

[7] EXPEDITE filings in California will incur an additional charge of $200 for each entity. This charge will be added to the Agreed Fee.

[8] Each individual contributing retirement funds to the iFinance is required to sign the agreement.

1120 112th Ave N.E., Ste. 410 | Bellevue, WA 98004
www.guidantfinancial.com

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EXHIBIT I-3

RV NOW, LLC FINANCING DOCUMENTS

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT ("Agreement") is executed as of the _____ day of _____, 20___, by the undersigned debtor ("Debtor") in favor of RV NOW, LLC, and/or its successors and assigns ("Lender"), in order to induce Lender to extend or continue credit to Debtor pursuant to the provisions of that Secured Loan Agreement dated as of an even date herewith (the "Secured Loan Agreement") and the Secured Promissory Note executed as of an even date herewith (the "Note"). In consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby represents, warrants, covenants and agrees to the following:

1. Grant of Security Interest. Debtor hereby collaterally assigns, transfers and pledges to Lender, and grants to Lender a first and prior security interest (subject only to prior liens of Lender, if any) in, all of Debtor's right, title and interest in and to that intangible and other property which is more fully described on EXHIBIT A attached hereto, whether now existing or hereafter acquired, along with all proceeds associated therewith (collectively, the "Property"). Debtor hereby authorizes Lender to file of record all UCC financing statements and continuation statements that might be required to perfect Lender's security interest in the Property and to sign Debtor's name thereto, if applicable.

2. Obligations Secured. The obligations secured hereby are the payment and performance of the Obligations (as defined in the Secured Loan Agreement). All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Secured Loan Agreement.

3. Termination. This Agreement shall terminate upon the payment and performance in full of all of the Obligations, including without limitation the payment of all indebtedness of Debtor to Lender existing or committed by Lender at the time Lender receives written notice of withdrawal of this Agreement by Debtor.

4. Warranties of Debtor. Debtor represents and warrants (a) that the Debtor is the owner or has control of the Property; (b) that Debtor has the right to pledge or grant a security interest in the Property; (c) that the Property is genuine, free from liens (other than liens of Lender, if any), adverse claims, set-offs, default, repayment, defenses and conditions precedent of any kind or character; and (d) that the security interest in the Property granted to Lender hereby is a first and prior security interest (other than liens of Lender, if any) and that Debtor has not, and will not, grant or suffer another security interest in or encumbrance against the Property.

5. Covenants of Debtor.

5.1 General Covenants. Debtor shall (a) perform all obligations secured hereby when performance is due; (b) permit Lender to exercise its powers; (c) execute and deliver such documents as Lender reasonably deems necessary to create, perfect and continue the security interests contemplated hereby; (d) not permit any lien on the Property, except in favor to Lender; and (e) not change its chief place of business, its name, its organizational structure or the place where Debtor keeps its records concerning the Property without ten (10) days' prior written notice to Lender.

5.2 Covenants Regarding Property. Without Lender's consent, Debtor shall (a) not commingle proceeds; (b) not sell, transfer, encumber, hypothecate or otherwise dispose of any Property or proceeds (except as may otherwise be permitted herein or in the Secured Loan Agreement) at any time, except to Lender or except in the ordinary course of business; (c) not modify, alter, amend, or subordinate, or consent to or suffer any modification, alteration, amendment or subordination of, any of the Property, nor, through action or failure to act, waive any of its rights thereunder; and (d) provide any service and do all other acts and things necessary to keep the Property free and clear of all defenses, rights of off-set and counterclaims.

6. Powers of Lender. Debtor appoints Lender its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Lender's officers and employees, or any of them upon the occurrence of an Event of Default (as defined in Section 8, below): (a) to notify any person obligated on any security, instrument or other document subject to this Agreement of Lender's rights hereunder; (b) to collect by legal proceedings or otherwise all interest, principal or other sums now or hereafter payable upon or on account of the Property; (c) to insure, process and preserve the Property; (d) to perform any obligation of Debtor under this Agreement; and (e) to execute on behalf of the Debtor or its affiliates all financing statements and renewal statements that may be necessary in Lender's discretion to perfect the security interests created by this instrument or otherwise. To effect the purposes of this Agreement, or otherwise upon instructions of Debtor, Lender may cause the Property to be transferred to Lender's name or the name of Lender's nominee.

7. Lender's Care and Delivery of Property. Lender's obligation with respect to Property in its possession shall be strictly limited to the duty to exercise reasonable care in the custody and preservation of such Property. Lender shall have no duty to take any steps necessary to preserve the rights of Debtors against prior parties, or to initiate any action to protect against the possibility of decline in the market value of the Property or proceeds. Lender shall not be obligated to take any action with respect to the

Property or proceeds requested by Debtor unless such request is made in writing, and then only if Lender determines that the requested actions would not jeopardize the value of the Property as security for the Obligations. Lender may at any time deliver the Property, or any part thereof, to Debtor, and the receipt thereof by Debtor shall be a complete and full acquittance of the Property so delivered, and Lender shall thereafter be discharged from any liability or responsibility therefor.

8. Events of Default. The occurrence of any Event of Default as defined in the Secured Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. Upon the occurrence of any Event of Default, Lender shall have the right to exercise all rights and remedies available to it at law or in equity or otherwise provided under the Secured Loan Agreement.

10. Costs, Expenses and Attorneys' Fees. All payments, advances, charges, reasonable out-of-pocket costs and expenses, including reasonable out-of-pocket attorneys' fees, made or incurred by Lender in exercising any right, power or remedy conferred by this Agreement or in the enforcement thereof following an Event of Default shall be paid to Lender by Debtor immediately upon demand, together with interest at the default rate of interest as defined in the Note.

11. Miscellaneous. Presentment, protest, notice of protest, notice of dishonor, notice of nonpayment and notice of acceptance of this Agreement are hereby waived. Any right to direct the application of payments or security for the Obligations and any right to require proceedings against others or to require exhaustion of security are waived. Consent to extensions, forbearances or alterations of the terms of indebtedness, the release or substitution of security, and the release of guarantors is given with respect to the Property and all proceeds subject to this Agreement. Until all Obligations shall have been paid in full, Debtor shall have no right to subrogation or contribution, and Debtor hereby waives any benefit of or any right to participate in any Property, proceeds or other security whatsoever now or hereafter held by Lender.

12. Successors and Assigns. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Debtor and its successors and assigns; provided, however, that Debtor shall not assign its rights or obligations under this Agreement without the prior written consent of Lender which may be withheld in its sole discretion.

13. Arkansas Law Applicable. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

14. Severability of Provisions. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

15. JURY WAIVER. DEBTOR HEREBY WAIVESITS RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the Debtor has executed this Pledge and Security Agreement as of the date set forth in the preface.

"Debtor"

_____

By: _____

Title: _____

Address: _____

EXHIBIT A

DESCRIPTION OF COLLATERAL

All of the rights, title and interest, whether now existing or hereafter acquired, of Debtor in, to and under the following described property:

1. All accounts (including accounts receivable), payment intangibles, membership contracts and cash and noncash proceeds which may accrue to Debtor, or be derived from, the ownership and/or operation of Debtor's health clubs, including without limitation, all fees, dues, income, rents, issues, profits, earnings, receipts, royalties and revenues therefrom; and

2. All amendments and supplements to and renewals and extensions of any and all of the foregoing, whether now existing or hereafter entered into and all replacements, substitutions, products and proceeds from any and all of the foregoing.

The Property shall not include, and the Lender shall not have a lien on, any furniture, fixtures or equipment of the Debtors.

SECURED LOAN AGREEMENT

THIS SECURED LOAN AGREEMENT (the "Agreement") is dated as of the _____ day of _____, 20___,and is entered into by and between the undersigned borrower ("Borrower") and RV NOW, LLC ("Lender").

WHEREAS, Borrower desires to borrow funds (the "Loan") from Lender;

WHEREAS, the lending relationship created between the Lender and the Borrower related to the Loan will be governed and evidenced by the terms and conditions of a Secured Promissory Note executed by the Borrower (the "Note"), this Agreement; that Unconditional Guaranty executed by one or more principals of the Borrower as required by the Lender (the "Unconditional Guaranty"); that Pledge and Security Agreement executed by the Borrower (the "Security Agreement"); that Billing Services Agreement ("Billing Agreement") by and between Lender and Borrower's affiliate, ABC Financial Services, Inc. ("ABC"), and all other documents referenced therein or otherwise pertaining to this transaction (collectively, the "Credit Agreement");

WHEREAS, Borrower and Lender desire to establish the conditions pursuant to which advances of principal shall be funded and principal and interest hereunder shall be paid; and

WHEREAS, the parties desire to be legally bound by the terms and conditions of this Agreement along with all exhibits attached hereto and related contractual agreements referenced herein, the terms and conditions of which are incorporated herein by this reference;

WHEREAS, all capitalized terms contained in this Agreement which are not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the legal adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows;

1. Definitions.

In addition to the definitions set forth in the recitals, which are true and accurate and which are incorporated herein by this reference, the following terms shall have the following meanings unless otherwise agreed.

"Business" means that certain business of Borrower, including without limitation acquiring, constructing, marketing, maintaining and operating fitness clubs.

"Business Day" means a day on which commercial banks are authorized to conduct business or Lender is open for business in the State of Arkansas.

"Collateral" means the property identified in that certain Pledge and Security Agreement of even date herewith by and between the Borrower and the Lender; and the proceeds and products, whether tangible or intangible, of any of the foregoing.

"Event of Default" means the occurrence of those events as are more fully described in Paragraph 7, hereof.

"Financing Statements" means and includes all Uniform Commercial Code financing statements and continuation statements as Lender shall require to give notice of and perfect or to continue perfection of Lender's security interest in all personal property constituting Collateral or otherwise constituting security for the Obligations.

"Lender Expenses" means all reasonable out-of-pocket costs or expenses of every nature which are incurred by Lender in connection with Lender's administration and servicing, defending or enforcing of the Loan following an Event of Default, including, without limitation, all reasonable out-of-pocket fees and expenses incurred by both Lender and its legal counsel in advising, structuring, drafting, reviewing, administering, amending, terminating,

enforcing (including reasonable out-of-pocket fees and expenses incurred by Lender and its legal counsel in connection with a "workout," a restructuring, or an insolvency proceedings concerning Borrower) as permitted by the Credit Agreement, irrespective of whether suit is brought.

"Obligations" means all advances of principal and all interest, Lender Expenses, fees, costs, charges, and other liabilities of every possible nature, whether now existing or accruing hereafter, and whether vested or contingent in nature, and whether monetary or non-monetary in nature, the payment or performance of which are owed by Borrower to the Lender pursuant to the Credit Agreement, or any other document executed by Borrower in favor of Lender.

2. The Loan and Terms of Payment.

(a) Promissory Note. Concurrently herewith, Borrower shall execute and deliver to Lender the Promissory Note.

(b) Term of Credit Facility. All Obligations outstanding hereunder shall be due and payable as provided in the Promissory Note or as otherwise specifically provided in the documents creating them. The Obligations shall bear interest at the rate and pursuant to the terms and conditions of the Promissory Note or as otherwise specifically provided in the documents creating them.

3. Conditions to Advances; Non-Revolving Nature of Facility.

(a) Conditions to Advances. All principal evidenced by the Promissory Note shall be advanced to Borrower upon receipt of the following items and satisfaction of the following conditions:

i. The Note;
ii. The Security Agreement;
iii. The Unconditional Guaranty;
iv. The Billing Agreement;
v. The receipt by Lender of an origination fee equal to 3% of the principal amount advanced pursuant to the Credit Agreement, which amount may be deducted by Lender from the initial advance of principal to Borrower;
vi. The written approval of Anytime Fitness, LLC ("AFI"), the franchisor of the Borrower's Business; and
vii. Any and all other documents that Lender may reasonably require.

(b) Non-Revolving Nature of Credit Facility. This credit facility is non-revolving in nature.

4. Security.

As security to collateralize the Borrower's duty to pay and perform all Obligations, Borrower shall and does hereby give and grant to Lender a security interest in all collateral and security which is pledged pursuant to the Credit Agreement, including, without limitation, a first lien security interest in the Collateral. In addition, Borrower hereby specifically subordinates any and all liens, security interests, rights or claims it may have in or to the Collateral to the rights of Lender created herein and in the Credit Agreement.

5. Representations and Warranties.

In addition to those warranties and representations made by Borrower to Lender pursuant to the Credit Agreement, the terms and conditions of which are incorporated herein by this reference, Borrower additionally warrants and represents to Lender the following:

(a) Borrower's execution, delivery and performance of this Agreement and the Credit Agreement (i) will not violate any indenture, agreement or any other instrument to which Borrower is a party or by which Borrower or any of their respective property is bound; and (ii) will not be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of this Agreement. Each of the documents which collectively constitute the Credit Agreement, when executed and delivered to Lender, will constitute the legal, valid and binding obligations of the respective signatories thereto enforceable in accordance with their terms.

(b) All financial data and other information of whatever nature that has been given to Lender or AFI by Borrower (i) is complete and correct in all material respects and does not omit to state any material fact necessary in order to make the statements herein or therein not misleading; and (ii) accurately presents the financial condition of Borrower as of the date on which the same have been furnished. All balance sheets disclose all known liabilities, direct and contingent, as of their respective dates. There has been no material adverse change in the financial condition of Borrower since the date of the most recent of each such financial statement given to Lender other than changes in the ordinary course of business, none of which changes has been adverse.

(c) Borrower is not a party to any agreement or instrument adversely affecting its present or proposed business, properties or assets, operations or condition, financial or otherwise; and, to the best of its knowledge after reasonable investigation, is not in default in performance, observance or fulfillment of any of the obligations, covenants or conditions set forth in any agreement or instrument to which it is a party.

(d) All other reports, papers, data and information given by Borrower to Lender or AFI with respect to Borrower and other persons and entities, are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matters thereof.

(e) Except as hereinafter specified, Borrower has filed all required federal and state income tax returns and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by it or obtained legal extensions therefor. Borrower knows of no basis for an additional assessment in respect of any such taxes.

(f) There is not now pending against or affecting the Collateral or any Borrower, nor is there threatened any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect the financial condition or operation of Borrower.

(g) Borrower is not insolvent; has not made an assignment for the benefit of creditors; has not suspended business or commenced proceedings for dissolution or become insolvent; has not filed or become the subject of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under bankruptcy, insolvency or receivership laws for the relief of debtors; has not had any judgment, writ or warrant of attachment, or similar process, entered or filed against them or any of their property or assets, which renders them insolvent or impairs their ability to continue doing business and which has remained unvacated, unbonded or unstayed for a period of 30 days; has not failed to pay its debts as they became due; has not taken any action, nor have any intentions to take any action, which would constitute an "act of bankruptcy" under the Federal Bankruptcy Code and is not in contemplation thereof.

(h) No principal of Borrower is delinquent more than 60 days under the terms of any (i) administrative order, (ii) court order, or (iii) repayment agreement requiring payment of child support.

(i) Borrower has not been determined by the Secretary of Homeland Security or the Attorney General to have engaged in a pattern or practice of hiring an alien, recruiting an alien, or referring an alien for a fee for employment in the United States, knowing that that person is an unauthorized alien.

(j) Borrower has obtained all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for its operation of the Collateral and the conduct of its Business and all required zoning,

building code, land use, environmental and other similar permits or approvals, all of which are or will be in full force and effect as of the respective dates thereof and not subject to revocation, suspension, forfeiture or modification.

(k) Borrower agrees and acknowledges that it possesses no claims, counterclaims, defenses or offset rights of any nature against Lender or its affiliates, including any that would prohibit the Lender from enforcing its rights and remedies under the Credit Agreement and, to the extent such a claim, right or defense might exist, Borrower hereby releases and waives them in their entirety.

6. Covenants.

So long as any of the Obligations remain unpaid, Borrower shall at all times be in full and timely compliance with all of the following covenants and perform all duties and obligations set forth below in a timely manner:

(a) Borrower shall keep adequate records and books of account reflecting all financial transactions in conformity with appropriate income tax accounting procedures and all applicable requirements of any governmental agency having jurisdiction over Borrower and it Business;

(b) Borrower acknowledges that the placement of any additional liens upon the Collateral may impair the ability of Lender to obtain assurance that its security interest remains in a prior position and that upon Borrower's failure to diligently remove the same within a reasonable period of time (and before action thereon) the Obligations will be repaid in accordance with the Credit Agreement. Accordingly and to facilitate the purposes of this Agreement and to avoid causing damage to Lender, Borrower agrees that it shall not create or suffer to be created any additional lien upon any of the Collateral without Lender's prior written consent.

(c) Upon the request of Lender, the Borrower shall execute or cause the execution, acknowledgment and delivery of such further instruments (including, without limitation, declarations of no set-off) and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the terms of this Agreement or the Credit Agreement.

(d) The Borrower shall not take any action with respect to any of the Collateral which is inconsistent with the provisions and the purpose of this Agreement or which would adversely affect the rights of Lender under the Credit Agreement.

(e) Borrower shall submit to Lender at least monthly, or more frequently if required by Lender following an Event of Default, financial statements and other accountings reflective of the financial condition of Borrower or the condition of the Collateral, all prepared in accordance with generally accepted accounting principles, and Borrower shall also submit all of its annual tax returns and year-end financial statements. Borrower shall provide annual financial statements reasonably acceptable to Lender. With regard to internally generated reports, all shall be certified by the Borrower's Chief Executive Officer and Chief Financial Officer as being true and correct.

(f) Without the prior written consent of Lender which shall not be unreasonably withheld, delayed or conditioned, Borrower shall not: (i) amend their organizational or governing documents; (ii) materially alter their ownership or management structure; (iii) fail to operate the Business substantially in accordance with its past practices; (iv) sell all or substantially all of their assets; (v) merge or consolidate with or into any other entity; (vi) dissolve; (vii) make any distribution or disposition of assets of the Borrower if an Event of Default exists and such distribution or disposition will materially and adversely affect the financial condition of Borrower; or (viii) fail to remain in good standing and authorized to do business in all jurisdictions where such standing or authorization is required with respect to Borrower's Business. In addition, no Borrower shall change its name or principal place of business without ten (10) days prior notice to Lender. Notwithstanding any provision hereof to the contrary, nothing herein shall prohibit or require Lender's consent to: distributions made by any Borrower in the ordinary course after service of monthly payments due under the Note.

(g) Lender's affiliate, ABC, shall be the exclusive vendor of the services provided under the Billing Service Agreement while any Obligation is outstanding and for a period of twelve (12) months thereafter. If Borrower has not previously executed a Billing Service Agreement with ABC it shall do so contemporaneously herewith. This subsection shall specifically survive the repayment of the Obligations.

(h) Borrower shall permit Lender, at all reasonable times (prior to an Event of Default, on not less than five (5) days prior written notice to Borrower), to (i) inspect, audit and copy the books, records and papers relating to Borrower's financial or business condition (which information shall be maintained by Lender in a confidential manner); and (ii) inspect and appraise any of Borrower's assets. The reasonable out-of-pocket costs of all such inspections while an Event of Default exists shall be borne by Borrower; otherwise, they shall be borne by Lender.

(i) Borrower shall permit, and hereby give express written authorization for, all or any government authority to furnish to Lender reports of any examination, or any other records pertaining to Borrower, upon request by Lender.

(j) Borrower shall promptly reimburse Lender for all Lender Expenses.

(k) Borrower shall pay all taxes on, or affecting, it, its Business or the Collateral by at least ten (10) days of its due date each year and provide Lender with written proof of such payment by at least ten (10) days of such due date each year or otherwise timely contest the same and establish reserves therefor. Borrower shall pay (or cause to be paid) all insurance premiums on or before the due date thereof and shall provide Lender written proof of such payment within ten (10) days of payment. Upon the occurrence of an Event of Default, Borrower agree to notify Lender immediately of any changes to the amounts, schedules and instructions for payment of any taxes and insurance premiums of which it has obtained actual knowledge and authorizes Lender or its agent to obtain the bills for taxes directly from the appropriate tax authority.

(l) The Borrower shall not disclose to any third party the terms of this credit facility unless required to do so by applicable law or governing authority, in the event failure to disclose the same will prejudice any claim or action asserted by Borrower or unless such information is not already known by such party and such party is bound to maintain the confidentiality of such disclosure to the same degree as the Borrower.

(m) The Borrower agrees that it shall use the proceeds of the Loan solely for the purpose of renovating or updating its health and fitness club or for such other approved business purpose as described in, or required by, its franchise agreement with Anytime Fitness, LLC.

7. Default.

The occurrence of any one or more of the following events and/or occurrences shall constitute an "Event of Default" hereunder:

(a) The occurrence of a default under the Credit Agreement or the failure to pay or perform any of the Obligations pursuant to the terms by which they were created and defaults or failures are not remedied within applicable grace and cure periods thereunder, and, if none, which are not remedied within ten (10) days of written notice to Borrower of such default (or such longer period of time reasonably required by Borrower if Borrower diligently commences and prosecutes such remedy for a non-monetary default), whether or not such default or failure is with respect to the payment of money or otherwise, including, without limit, any default hereunder; or

(b) Should any warranty or representation contained herein or elsewhere in the Credit Agreement at any time prove to be false or misleading in any material respect.

(c) The occurrence of any material adverse change in the financial conditions or operations of Borrower as evidenced by financial statements received by Lender pursuant to this Agreement or any other objectively verifiable evidence in the possession of Lender, including without limitation material decreases in

collections at Borrower's club locations that or are likely, in the reasonable discretion of Lender, to prevent the Borrower from making monthly debt service payments to Lender.

(d) The termination of a Billing Agreement by Borrower.

8. Remedies.

(a) Generally. Upon the occurrence of any Event of Default, Lender may exercise any and all rights and/or remedies which may be available to Lender under the Credit Agreement or otherwise available either at law or in equity, including without limitation, immediately exercising a right of set off against all of the Borrower funds in the possession of Lender.

(b) Disposition of Proceeds. Subject to the provisions of all applicable law, and after the occurrence of an Event of Default, the net cash proceeds resulting from the sale or other disposition of all or any part of the Collateral held by Lender shall be applied in the following order: (i) first, to Lender Expenses; (ii) second, to the satisfaction of the Obligations, with application to principal, interest, charges and expenses to be in such order and manner as determined by Lender in its sole discretion; and (iii) third to satisfaction of any remaining obligations of Borrower hereunder. Any surplus after such application shall be delivered to Borrower, and Borrower shall be liable for, and shall pay to Lender on demand, any deficiency remaining after such application.

(c) Remedies Cumulative, The remedies provided for herein are cumulative and shall be in addition to any and all other rights or remedies provided for herein or at law or in equity including any lien and right of offset. The exercise of any right or remedy by Lender hereunder shall not constitute a cure or waiver of any default in connection with the Obligations nor invalidate any notice of default or act done pursuant to any such notice, nor prejudice Lender in the exercise of any of its other rights.

9. Miscellaneous.

(a) Waiver. No waiver by Lender of any default or breach by Borrower hereunder shall be implied from any omission by Lender to take, or any delay in taking, action on account of such default other than the default expressly made the subject of the waiver and any such express waiver shall be operative only for the time and to the extent therein stated. Any waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Lender to or of any act by Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

(b) No Duty of Lender. Nothing in this Agreement shall impose or imply any duty or obligation whatsoever upon Lender, and Lender shall be under no duty to take any action to preserve rights of Borrower with respect to any of the security held by Lender for the Obligations. Borrower waives any and all impairment of recourse and/or impairment of collateral defenses which they may possess against the Lender.

(c) Amendment. The Agreement and the Credit Agreement constitute the entire agreement between the parties and may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against whom enforcement is sought.

(d) Indemnification. To the fullest extent permitted by law, Borrower agrees to indemnify and hold harmless Lender, and Lender's officers, directors, shareholders, agents, attorneys and employees (collectively "Indemnitee"), from and against any and all reasonable out of pocket costs resulting from liability, loss, damage, costs or expense, including court costs and reasonable out-of-pocket attorney's fees, that Indemnitee may hereafter suffer, incur, reasonably pay or in any manner be held liable for to third parties, by reason of any breach, default, misstatement or misrepresentation of any of the statements, warranties or representations of Borrower contained in the Credit Agreement, or by reason of any Event of Default of Borrower, or any of Borrower's employees, officers, affiliates or agents, in the performance of any duties, covenants or obligations arising under this or any other Credit Agreement. In this connection, but without limitation, Borrower agrees to reimburse any Indemnitee promptly upon demand for any

payments made by such person to a third party with respect to any liability, damage, loss or claim to which the foregoing indemnity relates. Notwithstanding the generality of the foregoing provisions, no indemnification or agreement to hold Lender harmless is provided hereunder for any liability, loss, damage, costs or expense resulting from Lender's gross negligence, willful misconduct or illegal actions.

(e) Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person, by facsimile transmission with receipt acknowledged by the recipient thereof or by electronic mail transmission with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses listed on the signature page. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

(f) Attorneys' Fees. Borrower hereby covenants and agrees that it shall reimburse Lender for any and all reasonable out-of-pocket litigation, collection and enforcement fees and costs of whatever nature, including reasonable out-of-pocket attorneys' fees and court costs, which Lender may incur as a result of its enforcement of Borrower's obligations hereunder following an Event of Default, including, without limitation, all "workout" or similar discussions and negotiations and all reasonable out-of-pocket fees and costs incurred in connection with Lender's involvement in any bankruptcies arising therefrom. Borrower shall additionally be responsible for the payment at the initial funding of principal hereunder all reasonable out-of-pocket legal fees incurred by Lender in connection with the documentation and closing of this credit facility.

(g) Binding Effect; Assignment. This Agreement may be assigned by Lender, including, without limitation the assignment or sale of a participation interest in the loan transaction governed by this Agreement. Borrower authorizes Lender to disseminate any information it has pertaining to the loan transaction, including, without limitation, credit information on Borrower, any of its principals, any guarantor, or any other party liable, directly or indirectly for the Obligations, to such assignee or participant or prospective assignee or participant. Borrower shall execute, acknowledge and deliver any and all instruments reasonably requested by Lender in connection with such assignment or participation. Borrower may not assign its interest in, or obligation under, this Agreement except with the written consent of Lender. Subject to the forgoing, all of the terms, covenants, conditions, representations and warranties hereof shall inure to the benefit of, and be binding upon, the successors and assigns of Lender and Borrower. Borrower hereby consents to the collateral assignment of Lender's interests in and to the Credit Agreement to third party creditors of Lender without the need for any further consent of whatever nature by Borrower. Should Lender's assignee assume rights under the Credit Agreement, Borrower covenants and agrees that they will continue to perform the Credit Agreement in accordance with its terms and conditions and shall recognize said assignee as the lawful and enforceable successor in interest to Lender.

(h) [RESERVED].

(i) Preparation of Agreement. The parties hereto acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that both Lender and Borrower have negotiated all the terms contained herein. Accordingly, the parties agree that neither party shall be deemed to have drafted the Agreement and the Agreement shall not be interpreted against either party as the draftsman.

(j) Other Acts and Documents. The parties agree to undertake such other acts and execute such other documents as maybe reasonably necessary to affect the purpose and intent of this Agreement.

(k) Merger. This Agreement, and the other agreements or instruments identified or referenced in the Credit Agreement represent the culmination of all prior negotiations, representations, and agreements between the parties with respect to the transaction contemplated hereby. All such prior negotiations, representations, and agreements are merged herein.

(l) Advice of Counsel. Each party acknowledges to the other that such party has been advised by legal counsel in connection with the negotiation and execution of this Agreement and that each party understands the terms and conditions contained herein and that each has entered into this Agreement voluntarily.

(m) Arkansas Law Applicable. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS (WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF ARKANSAS, EXCEPT TO THE EXTENT THAT REAL AND PERSONAL PROPERTY LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, INCLUDING LAWS RELATING TO PERFECTION AND THE EFFECT OF PERFECTION AND NON-PERFECTION OF LIENS ON REAL AND PERSONAL PROPERTY, OR THE TRANSFER OF, AND EFFECT OF TRANSFER OF, SECURITY TITLE TO REAL PROPERTY LOCATED IN SUCH STATE, SHALL NECESSARILY APPLY TO THE EXERCISE OF ANY REMEDIES RELATING TO THE ENFORCEMENT OF THE SECURITY COVERED BY THIS AGREEMENT AND PROVIDED FURTHER, THE PARTIES EXPRESSLY CHOOSE THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED TO GOVERN THE EFFECTIVENESS OF THE GRANT AND CONVEYANCE OF THE LIEN AGAINST AND SECURITY TITLE TO THE PROPERTY.

(n) JURY WAIVER. BOTH PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THEIR RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENT EXECUTED IN CONNECTION HEREWITH. BORROWER COVENANT AND AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ALL LITIGATION ARISING IN CONNECTION WITH THE ENFORCEMENT, COLLECTION OR ADMINISTRATION OF THIS AGREEMENT SHALL REST EXCLUSIVELY IN PULASKI COUNTY, ARKANSAS AND BORROWER WAIVE ALL RIGHTS TO ASSERT OTHERWISE.

(o) Construction. Unless the context of any provision of this document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, paragraph, exhibit and similar references are to this Agreement unless otherwise specified. Any reference in this Agreement to the Credit Agreement or any other Agreement to which Lender and Borrower is a party shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions and supplements thereto.

(p) Schedules and Exhibits. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by this reference.

(q) USA Patriot Act Compliance. Borrower warrant and represent that none of the Borrower nor any principal, manager or majority member of the Borrower appear on the list of Specially Designated Nationals and Blocked Persons that is maintained by the United States Treasury Department's Office of Foreign Assets Control ("OFAC") or any similar list maintained by any governmental entity or agency (collectively, the "SDN List"). If Lender knows, has reason to know or suspects or has reason to suspect that Borrower has, is, or will violate the warranty and representation contained in the preceding sentence, Lender shall have the right to terminate this Agreement and to take any and all action or to make any report or notification required by OFAC or any other applicable governmental entity or agency or by the laws relating to the applicable SDN List.

(r) Participation. Lender shall have the exclusive option and privilege of selling the loan in its entirety or participating interests in the loan to such persons or entities and on such terms and conditions as Lender may determine and may disclose any and all information relating to the Loan to such participants or any other purchaser of the loan, provided that such participants or other purchasers are bound by written obligations of confidence substantially similar to those contained herein or are otherwise subject to bank secrecy laws prohibiting the disclosure of Borrower's confidential information.

IN WITNESS WHEREOF, the parties hereto have executed this Secured Loan Agreement on the day and year set forth in the preface.

LENDER:
RV NOW, LLC

By: _____

Title: _____

Address: _____

_____

BORROWER:

_____

By: _____

Title: _____

Address: _____

_____

SECURED PROMISSORY NOTE

$_____ _____, 20___

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower") hereby covenants and promises to pay to the order of RV NOW, LLC ("Lender"), or its successors or assigns, at Lender's address at P.O. Box 94950 North Little Rock, Arkansas 72190, or at such other place as the Lender may designate to the Borrower in writing from time to time, in legal tender of the United States, the sum of _____ and ____/100 Dollars along with interest at the Interest Rate as provided herein.

1. Definitions. As used throughout this Secured Promissory Note ("Promissory Note"), the following capitalized terms shall have the following meanings:

"Credit Agreement" shall collectively mean this Promissory Note; that certain Secured Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"); that Billing Services Agreement executed by Borrower; that Merchant Services Agreement executed by Borrower, if any; that Pledge and Security Agreement executed by Borrower; that Unconditional Guaranty executed by Guarantor, and all other documents referenced therein or otherwise pertaining to this transaction.

"Event of Default" shall mean the Borrower's failure to pay any required installment payment of principal or interest hereunder within ten (10) days of the due date thereof or any other sums due hereunder which are not paid within ten (10) days after written notice to Borrower; or Borrower's failure to pay or perform any other condition or covenant of any nature as contained in the Credit Agreement after all cure periods provided therein have expired.

"Interest Rate" shall mean _____ PERCENT (___%) per annum.

"Lender Expenses" shall mean all reasonable out-of-pocket costs or expenses of every nature which are incurred by Lender in connection with Lender's administration and servicing, defending or enforcing of the Credit Agreement as expressly permitted thereunder and following an Event of Default thereunder, including, without limitation, all reasonable out-of-pocket fees and expenses incurred by both Lender and its legal counsel in advising, structuring, drafting, reviewing, administering, amending, terminating, enforcing (including fees and expenses incurred by Lender and its legal counsel in connection with a "workout," a restructuring, or an insolvency proceedings concerning Borrower), irrespective of whether suit is brought.

"Maturity Date" shall mean that date which is _____ months from and after the date of this Promissory Note.

"Payment Commencement Date" shall mean _____.

2. Principal Advances. All principal evidenced hereby shall be advanced by Lender to Borrower pursuant to the Secured Loan Agreement delivered contemporaneously with Borrower's execution of this Promissory Note.

3. Required Payments of Principal and Interest. Borrower shall pay all accrued interest and unpaid principal to Lender immediately upon Lender's demand and otherwise Borrower shall pay interest and principal to Lender as follows:

a. Initial Interest Payment. Borrower shall pay to Lender on the Payment Commencement Date an amount equal to that interest, calculated at the Interest Rate based upon the actual number of days elapsed at a daily rate based on a 360-day year, that has accrued against those advances of principal extended by Lender to Borrower hereunder.

b. Subsequent Monthly Principal and Interest Payments. In the month immediately following the Payment Commencement Date, Borrower shall pay to Lender on the same day of the month as the Payment Commencement Date, and on the same day of each month thereafter until the Maturity Date, an amount, in equal monthly installments, that will suffice to fully amortize the principal amount advanced with accrued interest, calculated at the Interest Rate and based upon the actual number of days elapsed at a daily rate based on a 360-day year, it being recognized, understood and agreed that said sum shall be applied to Lender Expenses, interest and principal as provided in Section 3(c) below.

c. Application of Payments Received by Lender. All payments received by Lender from Borrower hereunder shall be applied first to Lender Expenses, then to interest due hereunder, then to principal due hereunder, or, upon the

occurrence and continuation of an Event of Default, at the option of the holder, to any other indebtedness owed by Borrower to Lender or its successors, assigns or affiliates under the loan evidenced by this Promissory Note.

d. Offset of Payments. Borrower hereby authorizes Lender and Lender's affiliates, including without limit, ABC Financial Services, Inc. ("ABC") to offset any amounts which may be due and payable to Lender from Borrower against amounts which may be due from Lender, ABC or their other affiliates to Borrower. By way of example, ABC will process and collect membership dues and other amounts due from members of the health and fitness clubs owned by the Borrower pursuant to a separate exclusive Billing Services Agreement with Borrower and remit certain funds derived therefrom to Borrower but Lender shall have the right to request that ABC deduct from such remittances amounts which are due to Lender from the Borrower under this Promissory Note, the Credit Agreement or any other document between the Lender and the Borrower and Borrower authorizes ABC to comply with such request.

4. Prepayment. Borrower may prepay all or any portion of this loan prior to maturity without a prepayment penalty, fee or charge.

5. Default and Acceleration. This Promissory Note shall be payable in full and all of the principal, interest and Lender Expenses outstanding shall, at the option of Lender, immediately become accelerated and due and payable in full without further notice, demand or presentment upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, the Borrower shall pay all Lender Expenses.

6. Default Interest. Upon the occurrence of an Event of Default and continuing until Lender acknowledges in writing that said Event of Default has been cured or waived, all principal and interest owing and outstanding under this Promissory Note or otherwise shall immediately begin bearing interest until paid in full at a rate equal to the lesser of (a) 17% or (b) the maximum rate of interest which Lender may by law charge and collect.

7. Late Fees. Borrower shall pay to Lender a late payment fee equal to 10% of any amount not timely paid when due and payable under this Promissory Note; provided that such late payment fee shall not be less than $50, nor more than $250, per delinquency should any installment due hereunder not be paid within ten (10) days after the due date, it being understood that such fee shall reimburse Lender for administrative, servicing, collection and other costs incurred as a result of said delinquency unless caused by the Lender's failure to timely apply available revenues of Borrower in its possession (pursuant to Section 3(d) above) to the amounts due under this Promissory Note. Payments received hereunder after Lender's cut-off time, as determined by Lender from time to time (but in no event earlier than 4:00 post meridian Eastern Standard Time), or on weekends or holidays will be credited as of the next business day.

8. Security and Collateral for Repayment. This Promissory Note is secured by the Credit Agreement of even date herewith in favor of Lender, and all other collateral which may be more fully described in those other collateral and security documents executed in connection with this transaction.

9. Usury. Borrower acknowledges that it has agreed to pay interest on the principal balance outstanding hereunder at the Interest Rate. The Lender does not intend to violate any applicable usury laws. Accordingly, all agreements between Borrower and Lender are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the Lender hereunder exceed the maximum rate allowed by applicable law. If, from any circumstances whatsoever, fulfillment and payment of Borrower's obligations, at the time performance of such obligations shall be due, shall cause the effective rate of interest upon the sums evidenced hereby to exceed the maximum rate of interest allowed by applicable law, then, the obligation to be fulfilled shall be reduced automatically to the extent necessary to prevent that effective rate of interest from exceeding the maximum rate allowable under applicable law and to the extent that the Lender shall receive any sum which would constitute excessive interest, such sum shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest; or, if such excessive interest exceeds the unpaid balance of principal, the excess shall be promptly refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and the Lender including, without limitation, the Credit Agreements.

10. Waivers. Except where notice is explicitly required by separate provisions of the Credit Agreement, all parties to this Promissory Note, whether Borrower, principal, surety, guarantor, endorser, or any other party, hereby waive presentment for payment, demand, protest, notice of protest, notice of non-payment, and notice of dishonor, impairment of recourse and impairment of security. The failure of the holder of this Promissory Note to exercise any right hereunder shall not preclude the holder from

exercising any other right which the holder may be entitled to exercise upon the happening of such event and the failure to exercise any right hereunder which the holder may be entitled to exercise shall not constitute a waiver of the right to exercise said right or any other right upon the subsequent occurrence of any such event nor shall any waiver by the Lender of any such right or rights on any one occasion be deemed a bar to or waiver of the same right or rights on any future occasion. All endorsers, guarantors, sureties or other persons who may now or hereafter be liable for the payment of this Promissory Note, by endorsing, guaranteeing or assuming this Promissory Note, consent to all of the terms and conditions herein contained and agree that this Promissory Note may be modified, extended or renewed in whole or in part, without notice, including (a) the impairment, substitution, exchange or release at any time or times of all or any part of any security or collateral security now or hereafter furnished, (b) the release of, or the impairment of the right of recourse against Borrower or any endorser, guarantor, surety or any other person now or hereafter liable hereon, (c) the substitution of, renewal or extension of this Promissory Note, (d) the modification of any terms hereof, or other agreement now or hereafter given in connection with or as security for this Promissory Note, and (e) any change in the rate of interest, if any, hereon or the imposition of any fees whether authorized under this Promissory Note, or any note, mortgage, security agreement, loan agreement, or any other agreement now or hereafter given in connection with or as security for this Promissory Note.

11. No Modifications. This Promissory Note may not be changed, modified or amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. Choice of Laws. This Promissory Note is to be construed and enforced in accordance with the laws of the State of Arkansas and applicable federal law. In the event of any dispute concerning the interpretation, application or enforcement of this Promissory Note, or any other document executed in connection herewith, the sole and exclusive venue for same shall be the Circuit Court in and for the County of Pulaski, State of Arkansas. Borrower hereby consents to the jurisdiction of said Court. The Lender and Borrower understand, acknowledge and agree the Promissory Note is governed by the laws of the State of Arkansas and applicable federal law.

13. Severability. In the event that any one or more of the provisions contained in this Promissory Note or in any other loan document executed in connection herewith shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Promissory Note or any other loan document executed in connection herewith, and in lieu of such invalid, illegal or unenforceable provision there shall be added automatically as part of this Promissory Note a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable thereafter.

14. Binding Effect. This Promissory Note and all covenants, promises and agreements contained herein or associated herewith shall be binding upon and inure to the benefit of the respective legal representatives, personal representatives, devisees, heirs, successors and assigns of the Lender and the Borrower. The term "Lender" shall be deemed to mean the holder of this Promissory Note from time to time.

15. No Joint Venture. Borrower recognizes and agrees that the relationship between Lender and Borrower shall be strictly construed as a relationship between a debtor and a secured party and never as a joint venture or similar relationship between Lender and Borrower. Except with respect to its specific contractual obligations Lender shall not be obligated to perform or discharge any obligation or duty of Borrower with respect to (a) the operation of the Collateral or (b) the performance of any obligations under any Membership Contracts affecting the Collateral. Borrower covenants and agrees to hold harmless, defend and indemnify the Lender from and against any liability arising with respect to (a) Borrower's operation of the Clubs or (b) Borrower's performance of any of its covenants or obligations under any of the membership contracts affecting the Collateral

16. JURY WAIVER. BORROWER HEREBY WAIVES BORROWER'S RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HEREWITH. BORROWER COVENANTS AND AGREES THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ALL LITIGATION ARISING IN CONNECTION WITH THE ENFORCEMENT, COLLECTION OR ADMINISTRATION OF THIS PROMISSORY NOTE SHALL REST EXCLUSIVELY IN PULASKI COUNTY, ARKANSAS, AND BORROWER WAIVES ALL RIGHTS TO ASSERT OTHERWISE.

IN WITNESS WHEREOF, this Secured Promissory Note has been executed as of the date set forth in the preface.

BORROWER:

_____

By:_____

Title:_____

Address: _____

_____

UNCONDITIONAL GUARANTY

THIS UNCONDITIONAL GUARANTY is executed by the undersigned guarantor(s) (individually and collectively, the "Guarantor") as of the ____ day of _____, 20___.

Guarantor hereby requests and authorizes RV NOW, LLC ("Lender") to extend credit to _____ (the "Borrower"), pursuant to the terms and conditions of, among other documents:

(a) that Secured Promissory Note of even date herewith executed by Borrower;
(b) that Secured Loan Agreement of even date herewith executed by Borrower (the "Loan Agreement");
(c) that Pledge and Security Agreement of even date herewith executed by Borrower; and
(d) that Billing Services Agreement executed by Borrower and Lender's affiliate, ABC Financial Services, Inc. ("ABC");

all of the above-referenced documents, along with all other documents executed by the Borrower or the Guarantor to and in favor of Lender or ABC in connection with the loan described in the Loan Agreement, being collectively referred to herein as the "Credit Agreement." Capitalized terms used in this Guaranty and not otherwise specifically defined shall have the same meaning ascribed to them as in the Loan Agreement.

It is recognized and agreed that Guarantor will receive substantial financial consideration, benefit and gain as a result of Lender's extension of credit to the Borrower and Guarantor's execution of this document.

In consideration of the granting of said financial and credit accommodations by Lender to the Borrower as provided in the Loan Agreement, and for other good and valuable consideration, and recognizing that Lender would not otherwise advance a loan to the Borrower absent the execution of this Unconditional Guaranty by Guarantor, Guarantor hereby covenants and agrees with Lender as follows:

1. Performance. Guarantor jointly and severally guarantees the prompt payment and performance, on demand, of:

(a) All of the Obligations, financial and otherwise, as are set forth and specified in the Credit Agreement and in all other documents executed by Borrower in favor of Lender or ABC;

(b) All of the Borrower's present and future obligations and indebtedness incurred or created under the Loan Agreement.

Time is of the essence in connection with the performance of Guarantor's obligations hereunder. Payment shall be made in any certified and readily-available funds that, at the time of payment, are legal tender in the United States of America for public and private debts. Guarantor's obligations hereunder are unconditional and irrevocable.

2. Change of Terms. In such manner, upon such terms, and at such times as Lender deems best, and without notice to the undersigned, by agreement between them, Lender and the Borrower may alter, compromise, accelerate, extend, or change the time or manner for the payment of the indebtedness hereunder or the performance of any other obligation hereby guaranteed; release the Borrower, by acceptance of a deed in lieu of foreclosure or otherwise, as to all or any portion of the indebtedness; release, substitute, or add any one or more guarantors or endorsers; accept additional or substituted security therefor; or exchange, release, surrender, realize upon, or subordinate any security therefor or deal with it in any manner that Lender may reasonably determine. No exercise or non-exercise by Lender of any right hereby given Lender, no dealing by Lender with Borrower, or guarantor, endorser, or any other person, and no change, impairment, or suspension of any right or remedy of Lender shall in any way affect any of the obligations of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any recourse against Lender.

3. Continuing Guaranty. This is a continuing guaranty relating to any and all indebtedness extended by Lender to the Borrower or any of their affiliates, including that indebtedness arising under successive and future transactions by and between Lender and the Borrower pursuant to the Loan Agreement, which shall either increase or continue the obligations and indebtedness owed by the Borrower to Lender or, from time to time, renew said obligations and indebtedness after said obligations and indebtedness have otherwise been satisfied. This continuing guaranty shall also ensure the payment and performance by Borrower of all renewals, modifications and/or extensions of the Obligations.

4. All Liability Included. The guaranteed debt includes, without limit, all liability of the Borrower to the Lender, whether now or hereafter incurred. Termination of this Guaranty shall be effective only as to that portion of the debt incurred after written notice of termination has been received by an officer of Lender, and this Guaranty shall remain in full force and effect as to all debt incurred before that time including loan commitments. Regardless of when a renewal, extension, or pre-termination of the debt guaranteed hereby occurs (with or without adjustment of interest rate or other terms), the debt is deemed to have been incurred prior to termination to the extent of the renewal or extension and to be fully covered by this Guaranty.

5. Security Interest. In addition to all liens and rights of setoff given to Lender by law against any property of Guarantor, Lender shall have a general lien on and security interest in and a right of setoff against all personal property of Guarantor, including, without limit, accounts receivable, money and the proceeds thereof, now or hereafter in the physical possession of or on deposit with Lender, whether held in a general or special account, on deposit or for safekeeping or otherwise. Each such lien, security interest, and right of setoff may be enforced or exercised without demand upon or notice to Guarantor(unless such notice or demand is required by statute), shall continue in full force unless specifically waived or released by Lender in writing and shall not be deemed waived by any conduct of Lender, by any failure of Lender to exercise any such right of setoff or to enforce any such lien or security interest or by any neglect or delay in so doing.

6. Waiver. Guarantor hereby waives and agrees not to assert or take advantage of:

(a) Any right to require Lender to proceed against the Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power before proceeding against Guarantor;

(b) The defense of the statute of limitations in any action hereunder or in any action for the collection of the Credit Agreement or the performance of any other obligation hereby guaranteed;

(c) Any defense that may arise by reason of the incapacity, illegality, lack of authority, death or disability of any other person or persons or the failure of Lender to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

(d) Demand, protest, and notice of any kind including, without limiting the generality of the foregoing, notice of the existence, creation, or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Borrower, Lender, and endorser or creditor of the Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by Lender as collateral or in connection with the Credit Agreement or any other obligation hereby guaranteed;

(e) Any defense based upon an election of remedies by Lender, including without limitation an election to proceed by non-judicial rather than judicial foreclosure, which destroys or otherwise impairs the subrogation rights of Guarantor; and

(f) Any duty on the part of Lender to disclose to Guarantor any facts Lender may now or hereafter know about the Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible and has the means available for being and keeping informed of the financial condition of the Borrower and of all circumstances bearing on the risk of non-payment of the Credit Agreement or nonperformance of any other obligation hereby guaranteed.

The foregoing is not to be construed as a waiver of any notice requirement explicitly set forth in the Credit Agreement or related documents.

7. Guarantor Information. Guarantor warrants to Lender that it has adequate means to obtain from the Borrower, on a continuing basis, information concerning the financial condition of the Borrower and that it is not relying on Lender to provide such information either now or in the future. Guarantor shall supply to Lender its financial statements on each anniversary date of this Credit Agreement and otherwise as provided in the Loan Agreement. Guarantor covenants and agrees that it will always be fully

informed regarding the status of the Credit Agreement, all advances of principal under the Credit Agreement, the in-balance or out-of-balance nature of the Credit Agreement, and all other financial and other aspects of every nature pertaining to the Credit Agreement. Lender will possess no obligation of any nature to provide Guarantor with any information regarding the status of the Credit Agreement.

8. Subrogation. To the extent Lender has not been paid in full with respect to any Obligations, Guarantor shall have no right of subrogation and waives any right to enforce any remedy that Lender now has or may hereafter have against the Borrower and any benefit of, and any right to participate in, any security now or hereafter held by Lender. Guarantor shall not be a creditor with respect to this Guaranty in any bankruptcy proceeding by or against the Borrower. Guarantor shall have neither a contingent nor a non-contingent claim against the Borrower under this Guaranty.

9. Subordination. Except as otherwise provided in this Paragraph, all existing and future indebtedness of the Borrower to Guarantor or to any person owned in whole or in part by Guarantor, is hereby subordinated to the Obligations under the Credit Agreement and, following an Event of Default without the prior written consent of Lender, such subordinated indebtedness shall not be paid or withdrawn in whole or in part nor will Guarantor cause or permit any person owned in whole or in part by Guarantor to accept any payment of or on account of any such indebtedness or as a withdrawal of capital while this Guaranty is in effect.

10. Bankruptcy. Except as provided in Paragraph 8 above, Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required by law, all claims which Guarantor may have against the Borrower relating to any indebtedness of the Borrower to Guarantor and will assign to Lender all rights of Guarantor thereunder. If Guarantor does not file any such claim, Lender, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in Lender's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of Lender's nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Lender the full amount hereof and, to the full extent necessary for that purpose; Guarantor hereby assigns to Lender all of Guarantor's rights to any such payment or distributions to which Guarantor would otherwise be entitled.

11. Application of Payment. With or without notice to Guarantor, Lender, in Lender's sole reasonable discretion and at any time and from time to time after an Event of Default and in such manner and upon such terms as Lender deems fit, may apply any or all payments or recoveries from the Borrower or from any other guarantor or endorser under any other instrument or realized from any security, in such manner and order of priority as Lender may reasonably determine.

12. Cumulative Rights. The amount of Guarantor's liability and all rights, powers and remedies of Lender hereunder and under any other agreement now or at any time hereafter in force between Lender and Guarantor related to the Loan, including any other guarantee executed by Guarantor relating to any indebtedness of the Borrower to Lender, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Lender by law.

13. Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of the Borrower and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Borrower is joined therein or a separate action or actions are brought against the Guarantor. In this regard, Guarantor waives any right to require Lender to (a) proceed against the Borrower, (b) proceed against or exhaust any security held by Lender for payment of the note executed by the Borrower pursuant to the Credit Agreement, or (c) pursue any other remedy that Lender has or to which it may be entitled. Without limiting the foregoing, Guarantor waives any necessity or requirement, substantive or procedural, that an action previously be commenced or a judgment previously be rendered against the Borrower or any other person or entity be joined in such cause or that a separate action be brought against the Borrower or any other person or entity. Lender may maintain successive actions for any other Event of Default. Lender's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all sums owing to Lender in connection with the Credit Agreement have been paid in full and all other obligations hereby guaranteed have been fully performed.

14. Costs and Fees. Guarantor shall pay to Lender, promptly upon demand, reasonable out-of-pocket attorneys' fees and all reasonable out-of-pocket costs and other expenses that Lender expends or incurs following an Event of Default in collecting or compromising the indebtedness under the Credit Agreement or any other obligation hereby guaranteed or in enforcing this Guaranty against Guarantor whether or not suit is filed, expressly including without limitation all reasonable out-of-pocket costs, attorneys' fees and expenses incurred by Lender in connection with any insolvency, bankruptcy, reorganization, arrangement or similar proceedings involving Guarantor that in any way affect the exercise by Lender of its rights and remedies hereunder.

15. Severability. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

16. Binding Effect. This Guaranty shall inure to the benefit of Lender, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the heirs, executors, administrators, successors and assigns of Guarantor. This Guaranty may be assigned by Lender with respect to all or any portion of the Credit Agreement, and when so assigned Guarantor shall be liable under this Guaranty to the assignee(s) of the portion(s) of the Credit Agreement so assigned without in any manner affecting the liability of Guarantor hereunder to Lender with respect to any portion of the Credit Agreement retained by Lender.

17. Expiration. Upon the payment in full to Lender of all Obligations owing to Lender and any subsequent loans, this Guaranty shall be of no further force or effect.

18. Reasonableness. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty are made with Guarantor's full knowledge of their significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. No provisions of this Guaranty or right of Lender hereunder can be waived nor can Guarantor be released from their obligations hereunder except by a writing duly executed by an authorized officer of Lender.

19. Terminology. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

20. Exclusive Statement. This writing is intended by the parties as a final expression of this Unconditional Guaranty and is also intended as a complete and exclusive statement of the terms hereof. No course of dealing, course of performance or trade usage, and no parol evidence of any nature shall be used to supplement or modify any terms. Nor are there any conditions to the full effectiveness of this agreement.

21. Joint and Several Liability. If two or more persons are signing this Guaranty as Guarantor, then all such persons shall be jointly and severally liable for the obligations of Guarantor hereunder.

22. Waiver of Change. Guarantor hereby expressly waives (a) any renewals or extensions of time for payment of the guaranteed debt (b) any changes in the terms of the guaranteed debt including increase or decrease in installment payments or any interest rate adjustments, or (c) any other change in the guaranteed debt including a change in the business structure of the Borrower.

23. Dealing with Security Interest. The undersigned Guarantor hereby expressly waives (a) surrender, release, exchange, substitution, dealing with or taking any additional collateral, (b) abstaining from taking advantage of or realizing upon any security interest, or other guarantee, (c) any impairment of collateral by Lender including but not limited to, failure to perfect a security interest in the collateral, and (d) any impairment by Lender of Guarantor's rights of recourse against other parties.

24. Unconditional Liability. Guarantor has signed this Unconditional Guaranty and has unconditionally delivered it to Lender, and failure to sign this or any other guaranty by any other person shall not discharge the liability of any signer. The unconditional liability of the signers applies whether signer is jointly and severally liable for the entire amount of the debt, or for only a pro rata portion.

25. Errors and Omissions. Guarantor hereby waives all errors and omissions in connection with Lender's administration of the guaranteed debt, except errors or omissions resulting from Lender's gross negligence, bad faith, willful misconduct or illegal actions.

26. Acts and Omissions. Without in any way limiting the foregoing, Guarantor hereby waives any other act or omission of Lender (except acts or omissions due to the gross negligence of Lender or, bad faith or willful misconduct) which changes the scope of the Guarantor's risk.

27. Remedies. As a condition of the payment or performance by Guarantor, Lender is not required to enforce any remedies against the Borrower or any other party liable to Lender on account of the guaranteed debt. Nor is Lender required to seek to

enforce or resort to any remedies with respect to any security interest, lien or encumbrance to Lender by the Borrower or any other party.

28. Enforceability. This Unconditional Guaranty remains fully enforceable irrespective of any defenses which the Borrower may assert on the underlying debt, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction, and usury.

29. Liability for Full Amount. Guarantor agrees that, if at any time all or any part of any payment previously applied by Lender to any of the guaranteed debt must be returned by Lender for any reason, whether by court order, or settlement, the Guarantor remains liable for the full amount returned as if such amount had never been received by Lender notwithstanding any termination of the guaranty agreement or cancellation of any note or other agreement evidencing the obligation of the Borrower.

30. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Arkansas. Except as provided in any other written agreement now or at any time hereafter in force between Lender and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with Lender with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Lender unless expressed herein. Guarantor hereby irrevocably consents to the exclusive jurisdiction of the court of the State of Arkansas with respect to any action or proceedings arising between the parties and expressly covenant and agree that the exclusive jurisdiction for all disputes and enforcement actions arising hereunder shall occur in Pulaski County, Arkansas.

31. JURY WAIVER. GUARANTOR HEREBY WAIVESITS RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED DOCUMENTS EXECUTED IN CONNECTION HEREWITH.

32. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person, by facsimile transmission with receipt acknowledged by the recipient thereof or by electronic mail transmission with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses below their signatures. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

For purposes of this Subsection, "Business Day" shall mean a day on which commercial banks are authorized to conduct business or Lender is open for business in the State of Arkansas.

34. Guarantor Changes. If Guarantor is an entity, then without the prior written consent of Lender, which shall not be unreasonably withheld, delayed or conditioned, Guarantor shall not take any of the following actions: (i) amend its organizational or governing documents; (ii) alter its ownership or management structure; (iii) fail to operate its business substantially in accordance with its past practices; (iv) sell all or substantially all of its assets; (v) merge or consolidate with or into any other entity; (vi) dissolve; (vii) subject to the Loan Agreement, make any distributions or dispositions of assets as dividends or other distributions if an Event of Default then exists and such action would have a material adverse affect on Lender's ability to realize on the value of such Guarantor's guaranty contained herein; or (viii) fail to remain in good standing and authorized to do business in all jurisdictions where such standing or authorization is required with respect to such Guarantor. In addition, Guarantor shall not change its name or principal place of business without ten (10) days prior notice to Lender. Notwithstanding any provision hereof to the contrary, nothing herein shall prohibit or require Lender's consent to: (i) distributions made by Guarantor in accordance with the Loan Agreement and in the ordinary course after service of monthly payments due under any Note to which it is a party; or (ii) any transfer of ownership interests in Guarantor between the current members thereof or transfers of non-controlling interests in Guarantor (and amendments to its organizational or governing documents consistent therewith).

THIS UNCONDITIONAL GUARANTY is executed on the date set forth in the preface.

GUARANTOR:

_____

By: _____

Title: _____

Address_____

_____

EXHIBIT I-4

MITSUBISHI FINANCING DOCUMENTS

MITSUBISHI HC CAPITAL AMERICA

Mitsubishi HC Capital America
7201 Metro Boulevard, Suite 800
Edina, MN 55439
Phone: 877-996-0270

MASTER AGREEMENT NO.

USER INFORMATION			
User Legal Name	Address		
City	State	Zip	Phone

AGREEMENT: This is a Master Agreement dated as of between User and Mitsubishi HC Capital America ("Provider"), the terms of which shall be incorporated into each Schedule now or hereafter executed pursuant to the terms hereof. Each such Schedule shall constitute a separate and enforceable agreement. In the event of a conflict between the terms of the Agreement and any Schedule, the terms of the Schedule shall prevail. User agrees to utilize all of the equipment, software and services described on any Schedule or similar document (the "Equipment") according to the terms and conditions of this Master Agreement (these documents are collectively the "Agreement").

TERM: The Agreement term will commence on the first day of the month following Provider's receipt of written and/or verbal acceptance for all the Equipment (the "Commencement Date") and will continue for the number of months specified on any Schedule (the "Initial Term") and for any successive Renewal Periods. For each item of Equipment, there shall also be an interim term ("Interim Term") beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance and continuing through the Commencement Date. The Interim Term and the Initial Term are collectively referred to as the "Term".

PAYMENTS: User agrees to make payments in accordance with the Term and payment schedule outlined on any Schedule ("Rent"). There shall also be an interim payment ("Interim Rent") computed for the Interim Term. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Monthly Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis. Interim Rent will be due upon receipt of an invoice from Provider. Monthly Rent will be due on the first day of the month (or such other time period specified in any Schedule). In addition, if required by Provider, User agrees to pay a documentation fee, any applicable freight charges, a security deposit and any other fees assessed by Provider. USER'S OBLIGATION TO PAY RENT AND ALL OTHER OBLIGATIONS HEREIN ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.

DELIVERY, INSTALLATION AND ACCEPTANCE: User is solely responsible for arranging the delivery and installation of the Equipment. Upon receipt, User agrees to inspect the Equipment to determine whether it is in good working order. After inspection, User agrees to sign and send Provider a Certificate of Acceptance. In any event, this Agreement will commence no later than 7 days after receipt of the Equipment.

EQUIPMENT LOCATION, USE AND REPAIR: User will maintain and use the Equipment only at the location shown on any Schedule. User agrees that the Equipment cannot be moved from that location without Provider's advance written approval. Notwithstanding the prohibition from removing the Equipment from that location, in the event that User contemplates any exporting of the Equipment (including any technology supplied as part of the Equipment), User shall follow all procedures as required by the U.S. Export Administration Regulations and any related export controls, laws and regulations promulgated and administrated by the government of any country having jurisdiction over the parties hereto or the transactions contemplated herein. User is solely responsible for maintaining the Equipment in good repair and condition, and in proper working order. User is responsible for protecting the Equipment from damage of any kind whatsoever and will continue to make payments if any damage occurs, even if the Equipment is completely destroyed. User will not modify or alter the Equipment, attach anything to the Equipment or attach the Equipment to assets not owned by Provider, without Provider's prior written consent. Any such pre-approved modifications or alterations shall be made at User's sole expense. Any such modification or alteration shall not interfere with the normal operation of the Equipment. All such alterations and attachments shall become part of the Equipment and shall be owned by Provider. User acknowledges, warrants and agrees that Provider or its agents shall have the right to inspect the Equipment from time to time during reasonable business hours at its then current location.

INDEMNIFICATION: Provider is not responsible for any losses or damages caused by the installation or use of the Equipment, or from any other kind of loss while User is in possession of the Equipment. User agrees to indemnify and hold Provider harmless from any and all losses, claims, liabilities, demands and expenses whatsoever that may arise from User's use of the Equipment or from defects in the Equipment.

END OF TERM AND RENEWAL: Provider must receive notice from User in writing, certified mail, return receipt requested, at least 120 days prior to the expiration of the Initial Term or any Renewal Period of a Schedule, of User's intention to return the Equipment to Provider or to exercise the purchase option indicated on the Schedule. User's obligation to pay Rent will continue until the Equipment is returned to Provider's designated return location. User is responsible for all expenses incurred in returning the Equipment to Provider and agrees to pay Provider a Restocking Fee in an amount equal to one additional Rent payment. Unless notice is received by Provider, this Agreement will automatically renew for an additional term of 12 months (a "Renewal Period") under the same terms and conditions on each Schedule. Such notice may only be given if User is not currently in Default. Upon the termination of this Agreement, User warrants that the Equipment shall be eligible for the manufacturer's standard maintenance agreement upon delivery to the Provider.

LATE FEES AND COLLECTION CHARGES: If any Rent payment or other amount payable to Provider is not paid within 10 days of its due date, User shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to the greater of $25.00 or 5% of the amount then due for each 30 days or portion thereof that said overdue payments are not made (but in no event to exceed the highest late charge permitted by applicable law). User also agrees to pay any fees assessed for each check or ACH returned unpaid.

NO WARRANTY: User acknowledges that Provider does not manufacture the Equipment and that User has selected the Equipment and the vendor based on User's own judgment. **PROVIDER IS RENTING THE EQUIPMENT TO USER "AS IS." PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE EQUIPMENT. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO USER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT. IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, USER WILL NOT MAKE ANY CLAIM AGAINST PROVIDER FOR DAMAGES.** User agrees to continue making payments to Provider under this Agreement, regardless of any claims User may have against the manufacturer or vendor. Provider transfers to User for the term of this Agreement any warranties made by the manufacturer or the vendor. No representation or warranty by the manufacturer or vendor is binding on Provider nor shall breach of such warranty relieve User of User's obligation to Provider as provided herein.

SOFTWARE: User agrees that any software included in the Equipment is subject to the following: (1) Provider disclaims all warranties and obligations in regard to the software other than Provider's obligation to pay the invoiced price of the software to the software vendor; (2) Provider will not be liable to User for (a) the inadequacy of the software for any purpose; (b) any deficiency or defect in the software; (c) the performance of the software; or (d) any interruption or loss of service, use or performance of the software; (3) User agrees to deal directly with the software vendor for any problems, deficiencies or inadequacies relating to the Software; (4) User shall remain responsible for all software maintenance and enhancement costs; (5) User acknowledges and agrees that any Default under this Agreement shall constitute a breach of the software license agreement and upon the occurrence of any Default, Provider may require the vendor, and vendor shall be authorized, to immediately terminate the software license agreement; (6) if Provider repossesses the Equipment under the terms of this Agreement, User agrees immediately to assign to Provider all of User's rights in the software and to take all such acts as are necessary to cause such an assignment.

INSURANCE: During the term of this Agreement, User will procure and maintain at User's expense, property insurance, naming Provider or its assigns as the sole loss payee, for the full replacement value of the Equipment, and general liability insurance, naming Provider or its assigns as additional insureds, in an amount acceptable to Provider, but in no event shall it be less than $1,000,000, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Equipment. User will furnish Provider with evidence of such insurance when requested. If User does not furnish Provider such evidence, Provider may at its option purchase such insurance for the Equipment and add the cost of such insurance to the amounts due from User under this Agreement. If Provider purchases such insurance on User's behalf, it shall not relieve User of any of its obligations under this Agreement or release User from any

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claims Provider may have against User. All such insurance shall provide for thirty (30) days' prior written notice to Provider of cancellation, restriction, or reduction of coverage. User hereby irrevocably appoints Provider as User's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage under any insurance policy insuring the Equipment.

OWNERSHIP, TAXES AND UCCs: Provider is the owner of the Equipment and holds title to the Equipment. User must keep the Equipment free and clear from any lien, levy, attachment or encumbrance, and User understands that the Equipment is not User's to pledge or grant security interests in, with the exception of the security interest granted Provider herein. In addition to the payment set forth on any Schedule, User shall be responsible for the timely payment, reporting and/or discharge of all license or registration fees, assessments, sales and use taxes, rental taxes, gross receipts taxes, personal property taxes and other taxes now or hereafter imposed by any federal, state or local government upon the Equipment, the Rent or the ownership, leasing, renting, purchase, possession or use of the Equipment (whether the same be assessed on Provider or User). User shall indemnify Provider to the extent of any such unpaid taxes or fees (including penalties and interest) and Provider's costs associated therewith. User further grants to Provider a security interest in the Equipment and authorizes Provider to record UCC financing statements to indicate its interest in the Equipment.

DEFAULT: Each of the following is a "Default" under this Agreement: (a) User does not pay its monthly Rent payment or any other amount payable to Provider within 10 days of its due date; (b) User fails to perform any of User's non-monetary obligations under this Agreement and such failure is not cured within 10 days after Provider's notice of that failure to User; (c) any representation or warranty User makes to Provider in, or in connection with, this Agreement shall prove to have been false in any material respect; (d) any execution or writ of process is issued in any action to seize or detain the Equipment; (e) User defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or User defaults under any other agreement now existing or hereafter made with Provider; (f) User's financial condition changes, or the financial condition of any guarantor of the Agreement changes, to the point where it reasonably causes Provider to be insecure about User's ability to perform User's obligations under this Agreement or any other agreement with Provider; or (g) any guarantor of the Agreement dies, or User or any such guarantor: becomes insolvent or unable to pay debts when they become due; files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present of future statute, law or regulation; stops doing business as a going concern; merges, has a change of control through a sale or transfer of all or substantially all of its equity; transfers or sells all or substantially all of its assets; makes an assignment for the benefit of creditors; or has a trustee or receiver appointed for it.

PROVIDER'S REMEDIES: If a Default occurs, Provider may, but shall not be obligated to, do one or any combination of all of the following: (1) require User to immediately pay all sums already due under this Agreement plus any and all other sums becoming due (including an acceleration of remaining Rent payments), plus the value of the Equipment, if any, as determined by Provider in Provider's sole discretion; (2) cancel all of User's rights, but not User's obligations, under this Agreement; (3) require User to promptly return all of the Equipment; and/or (4) repossess, re-lease and/or dispose of the Equipment. In addition, Provider is permitted to use any and all remedies available to Provider under the Uniform Commercial Code or any other applicable law. Provider may accept past due payments without modifying the terms of this Agreement and without waiving any of Provider's rights under this Agreement. USER AGREES TO PAY ALL OF PROVIDER'S COSTS OF ENFORCING PROVIDER'S RIGHTS AGAINST USER, INCLUDING ATTORNEYS' FEES. If it is necessary for Provider to take possession of the Equipment, User agrees to pay the cost of repossession, re-leasing and/or disposing of the Equipment. Additionally, if there is a Default, Provider may retain any security deposits to insure User's performance under this Agreement.

ASSIGNMENT: USER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF PROVIDER. Provider may sell, assign or transfer this Agreement or its rights in the Equipment without notice to User. If Provider sells, assigns or transfers this Agreement, the new owner will have the same rights or benefits Provider has now. User agrees that the rights of the new owner will not be subject to any claim, defense or setoff that User may have against Provider. In connection therewith, User agrees to acknowledge in writing any such assignment upon receipt of written notice thereof.

ARTICLE 2A RIGHTS AND REMEDIES: User agrees that this Agreement is a "finance lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). User acknowledges that either (i) User has reviewed and approved any written contract covering the Equipment, or (ii) Provider has advised User of the identity of the vendor, that User may have rights under the supply contract, and that User may contact the vendor for a description of any rights User may have. USER HEREBY AGREES TO WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED TO USER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UCC.

CHOICE OF LAW: THIS AGREEMENT WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF MINNESOTA. USER CONSENTS TO EXCLUSIVE JURISDICTION IN THE STATE OR FEDERAL COURTS OF MINNESOTA. USER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

FURTHER ASSURANCES: User shall, at User's expense, from time to time execute and deliver such further documents and assurances and take such further actions as Provider may reasonably request (a) in order to carry out the intent and purposes of this Agreement and each Schedule or (b) to establish and protect Provider's title to the Equipment or the rights and remedies granted or intended to be granted in favor of Provider under the terms of this Agreement or any Schedule.

SUCCESSORS; SURVIVAL: Each Schedule and this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto. User's representations, warranties, indemnities and reimbursement obligations shall survive the termination, cancellation or expiration of each Schedule and this Agreement.

MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection with negotiation of the same. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by a written instrument.

In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

From time to time additional parties may become obligated under this Agreement as a User by signing a Joinder Agreement or similar document referring to this Agreement. The addition of any party pursuant to a Joinder Agreement shall not release or limit the obligations of any party to this Agreement.

Upon request, User agrees to provide Provider, and any assignee or potential assignee of Provider, with such documentation as Provider may request to evidence User's compliance with its obligations hereunder, including evidence of payment of all applicable taxes, and User's most recent annual financial statement (audited, if available) and its most current interim financial statements.

User agrees that any delay or failure to enforce Provider's rights under this Agreement does not prevent Provider from enforcing any such rights at a later time.

FAXED AND COPIED DOCUMENTS: A facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement between the parties.

THIS AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELLABLE. USER REPRESENTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON ITS BEHALF HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY USER IN REGARDS TO THIS AGREEMENT.

USER/PROVIDER SIGNATURE	
User Legal Name	Provider Name Mitsubishi HC Capital America
By	By
Print Name	Print Name
Title Date	Title Date

© Mitsubishi HC Capital America

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MITSUBISHI HC CAPITAL AMERICA

7201 Metro Boulevard, Suite 800, Edina, MN 55439
Phone: 877-996-0270

MASTER INSTALLMENT PAYMENT AGREEMENT NO.

Customer – *Use EXACT registered name if a Corp, LLC or LP*	**Customer's Chief Executive Office – Street**		**City**
Customer's "d/b/a" (doing-business-as name), if any:	**State**	**Zip Code**	**Customer's Telephone**
Supplier Name & Address: As identified on each Schedule			

Recitals: The Supplier has agreed to supply, from time to time, equipment (the **"Equipment"**) to Customer as described in each separate Schedule to this Master Installment Payment Agreement (the "**Agreement**"). The Supplier has also offered to provide to the Customer, through Mitsubishi HC Capital America, (**"MHCCA"**) financing over a certain period (as set forth in each Schedule) under an arrangement between Supplier and MHCCA. Customer has chosen to accept such financing in lieu of paying cash presently. Customer and MHCCA now desire to set forth their agreements relating to the above-described equipment financing arrangement in this Agreement. Now, therefore, in consideration of the mutual promises and undertakings of MHCCA and Customer as set forth below, and for other good and valuable consideration, Customer and MHCCA hereby agree as follows:

Agreement: Customer hereby requests MHCCA to pay to the Supplier, and, in consideration of Customer's unconditional agreement to the terms and conditions set forth herein, MHCCA hereby agrees to do so promptly following Customer's execution and delivery to MHCCA of this Agreement and the related Schedule for each acquisition of Equipment and the satisfaction of other conditions precedent, if any, established by MHCCA. Subject only to MHCCA's payment to the Supplier, Customer hereby agrees to pay to the order of MHCCA at its office in Edina, MN, or at such other place as may be designated by MHCCA from time to time, the periodic payment (the "**Periodic Payment**") set forth in each in each Schedule hereto. In addition, Customer shall pay to MHCCA, as invoiced by MHCCA, a one-time fee, as set forth below, for the MHCCA origination, credit review, processing and documentation of this Agreement (the **"Processing Fee"**). The term of each Schedule will commence on the first day of the month following MHCCA 's receipt from the Customer of written and/or verbal acceptance for all the Equipment itemized on the related Schedule unless otherwise specified on the Schedule (the "**Commencement Date**") and will continue for the number of months specified in the Schedule (the "**Initial Term**" of such Schedule). There shall also be an interim term beginning on the earlier of (1) the date any advance monies are released by MHCCA to Supplier with regard to any Schedule or (2) on the date of Customer's written and/or verbal acceptance and continuing up to the first payment due date set forth therein. The interim payment for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by one percent (1%), per month, prorated on a daily basis for periods less than one full month. In the event of any conflict between the terms of this Agreement and any Schedule hereto, the terms of such Schedule shall be controlling.

To secure Customer's payment and performance of Customer's obligations hereunder and for each Schedule, **Customer hereby grants to MHCCA a continuing lien and security interest in the Equipment identified in each Schedule (and all replacements, substitutions, addition, improvements, accessions, or accumulations or proceeds arising therefrom as a matter of law).** Customer hereby authorizes MHCCA to file any and all financing statements and take all other steps necessary to perfect the grant of such security interest and to maintain perfection thereof under the Uniform Commercial Code and other applicable laws. Customer agrees that the security interest granted by Customer to **MHCCA** shall remain in effect irrespective of any retaking or redelivery of the Equipment or any portion thereof and irrespective of the payment of any of the amounts owed hereunder, so long as there are any obligations of any kind owed by Customer to **MHCCA**, including obligations under guarantees or assignments. Each item of Equipment set forth above and in any Exhibit A secures the specific amount which Customer promises to pay pursuant to this Agreement.

In the event Customer pays any Periodic Payment in whole or in part prior to the due date thereof, Customer agrees that the entire amount paid will be applied by MHCCA to the next-due Periodic Payment(s). Customer may prepay any or all amounts owned to MHCCA under this Agreement at any time and from time to time, provided, however, that Customer agrees to pay a prepayment penalty in the amount of four percent (4%) of the principal balance for the first year, three percent (3%) for the second year, two percent (2%) for the third year and one percent (1%) thereafter (the "Prepayment Penalty"). The Prepayment Penalty will be paid in addition to the Balance Remaining under the Agreement. For purposes of this

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Agreement, the term **"Balance Remaining"** means, at any given time, an amount equal to the sum of the principal balance outstanding plus any fees and taxes then due under this Agreement. **This Agreement may not be canceled by the Customer unless and until the entire Balance Remaining due hereunder is repaid to MHCCA in full.**

Time is of the essence in the payment of the Periodic Payments due under the terms of any Schedule. If any Periodic Payment is not paid when due therein, then in addition to any other remedy MHCCA may have hereunder, MHCCA may impose and, if imposed, the Customer shall pay, immediately upon demand, (i) a late fee equal to the greater of twenty five dollars ($25.00) or five percent (5%) of the amount then due but not paid in each Schedule for each thirty (30) days or portion thereof that said overdue Periodic Payment(s) are not made (but in no event to exceed the highest late charge permitted by applicable law). Customer agrees to pay MHCCA any fees assessed for each return check or ACH return for insufficient funds. Customer agrees to pay **MHCCA**, upon default, interest on all sums then owing by Customer to **MHCCA** at the rate of 18% per annum, if not prohibited by law, otherwise at the highest rate that Customer can legally obligate itself to pay and/or **MHCCA** can legally collect, until paid in full. All amounts payable hereunder are payable at **MHCCA** 's address noted above or at such other address as **MHCCA** specifies from time to time in writing.

Each of the following shall constitute a default (each an **"Event of Default"**) hereunder and collectively includes each Schedule: (a) the Customer's failure to make any Periodic Payment or pay any other amount due when due; (b) the occurrence of an event of default as defined in any other note or agreement (whether now existing or hereafter entered into) between Customer and MHCCA; (c) Customer or any guarantor or surety of Customer's obligations under this Agreement or any Schedule (each, a **"Guarantor"**) shall cease doing business as a going concern or become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or any Guarantor or for a substantial part of Customer's or any Guarantor's assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Customer or any Guarantor; (d) any representation or warranty made by Customer or any Guarantor proves to be false or misleading in any material respect when made; (e) Customer fails to perform any of its obligations under this Agreement or any other agreement or debt obligation of Customer to **MHCCA** or **MHCCA**'s affiliates; (f) the Equipment or any portion thereof is/are lost, stolen, damaged, destroyed, encumbered, levied upon, or attached; (g) the Equipment or any portion thereof is/are sold or leased without **MHCCA**'s prior written permission; (h) Customer assigns its rights under this Agreement without **MHCCA**'s prior written permission; (i) Customer is unable to pay its debts as they become due; (j) Customer is a corporation or partnership and the corporation or partnership dissolves, merges, consolidates or transfers a substantial portion of its property; (k) **MHCCA** in good faith believes that the prospect of payment or performance under this Agreement is impaired; (l) there shall be a material change in the management, ownership or control of Customer; (m) there shall occur a seizure of control, custody or possession of any Equipment by any governmental authority including, without limitation, any municipal, state, federal or other governmental entity or any governmental agency or instrumentality (all such entities, agencies and instrumentalities shall hereunder be collectively referred to as "**Governmental Authority**"); (n) anyone in the control, custody or possession of any Equipment or the Customer is accused or alleged or charged (whether or not subsequently arraigned, indicted or convicted), by any Governmental Authority to have used any Equipment in connection with the commission of any crime; (o) any Guarantor for Customer defaults in any liability or obligation to **MHCCA** or any guaranty obtained in connection with this transaction is terminated or breached; and/or (p) ACH is deemed mandatory as indicated by the Authorization for Automatic Payment Plan agreement and Customer any time during the term of this Agreement fails to provide valid Depository Institution Information and authorization permitting **MHCCA** to debit Customer's bank account for all payments due.

Upon the occurrence of an Event of Default, MHCCA may do any one or more of the following as it may elect: (A) declare the Agreement to be in default, (B) require Customer to pay to MHCCA, on demand, an amount equal to the Balance Remaining plus any outstanding fees plus applicable taxes on each Schedule, (C) terminate Customer's right to use the Equipment listed in each Schedule and to receive any related support services from the Supplier, (D) take possession of the Equipment in each Schedule, (E) require Customer to assemble the Equipment and make it available to MHCCA at a place to be designated by MHCCA which is reasonably convenient to MHCCA and Customer, and/or (F) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, or any other remedy available to MHCCA at law or in equity. In addition, Customer hereby stipulates that, upon the occurrence of an Event of Default, money damages are not and will not be an adequate remedy, and that the terms hereof may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. Customer agrees to pay all costs of collection and enforcement of this Agreement and each Schedule, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement. The inclusion of a trade name or division name in the identification of Customer hereunder shall not limit **MHCCA** 's rights, after the occurrence of an Event of Default, to proceed against all of Customer's assets, including those held or used by Customer individually or under another trade or division name. Customer expressly waives all further rights to possession of the Equipment hereunder or the collateral for any other debt obligations of Customer to **MHCCA** after default hereunder and all claims for injuries or damages suffered through or loss caused by any such entering and/or repossession by **MHCCA** or its agents and representatives.

SAMPLE

Customer hereby represents and warrants to MHCCA that: (i) the statements set forth in the "Recitals" section on page one of this Agreement are true and correct; (ii) this Agreement and any future Schedule have been duly authorized in accordance with Customer's by-laws or other organizational requirements and constitutes a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (iii) the execution, delivery and performance of this Agreement and any Schedule will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on Customer; (iv) any and all information furnished to MHCCA by or on behalf of Customer is and will be true and correct in all material respects; and (v) the Equipment will be maintained in good operating condition, repair and appearance, and in conformity with all applicable manufacturer instructions and governmental laws and regulations; (vi) **Customer has requested this Installment Agreement solely for commercial purposes in the conduct of Customer's business and not for personal, family or household purposes**; (vii) **MHCCA** may inspect the Equipment at all reasonable times and from time to time; (viii) except for the security interest granted hereunder, the Equipment is free and will be kept free from all liens, claims, security interests and encumbrances; and (ix) the Equipment will not be used outside of the Continental United States. Notwithstanding the prohibition from removing the Equipment from the United States, in the event that Customer contemplates any exporting of the Equipment (including any technology supplied as part of the Equipment), Customer shall follow all procedures as required by the U.S. Export Administration Regulations and any related export control laws and regulations promulgated and administered by the government of any country having jurisdiction over the parties hereto or the transactions contemplated herein.

Customer shall not assign or delegate its obligations under this Agreement and any Schedule, and any such assignment or delegation shall be invalid and of no effect. MHCCA may, without notice to Customer, sell, assign or otherwise transfer its interests in this Agreement and the Schedules, in whole or in part, to a third party (a **"New Creditor"**), in which case the New Creditor will, to the extent of such sale, assignment or transfer, have all of MHCCA's rights and benefits hereunder but will not have to perform any of MHCCA's obligations (if any). Customer agrees not to assert against the New Creditor any claim, defense or offset that Customer may have against MHCCA or any predecessor in interest. Customer's obligations and liabilities hereunder to the New Creditor will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Customer for any other reason whatsoever.

Customer agrees, at its own expense: (a) to do everything necessary to perfect and preserve the security interests of **MHCCA** in the Equipment; (b) to defend any action, proceeding or claim affecting the Equipment including, but not limited to, those affecting any security interest of **MHCCA** obtained hereunder; and (c) to promptly pay all taxes, assessments, license fees and any indirect costs incurred including, but not limited to fines or any other public or private charges when levied or assessed against the Equipment. Customer agrees to pay **MHCCA** all amounts Customer owes under this Agreement even if the Equipment or portion thereof is/are lost, stolen, damaged, destroyed or missing. Unless Customer obtains **MHCCA**'s prior written consent, Customer will not sell, lease, mortgage, create a lien in, transfer or otherwise dispose of the Equipment, in whole or in part.

To the full extent permitted by applicable law, Customer hereby waives as to **MHCCA** all claims and defenses which Customer could assert against the manufacturer, seller, developer or Supplier of the Equipment or any other aspect of the Equipment. **MHCCA SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO CUSTOMER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES CAUSED BY CUSTOMER'S USE OR POSSESSION OF THE EQUIPMENT. IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, CUSTOMER WILL NOT MAKE ANY CLAIM AGAINST MHCCA FOR DAMAGES. Customer agrees** to continue making payments to **MHCCA** under this Agreement, regardless of any claims **MHCCA** may have against the manufacturer or Supplier of the Equipment. **MHCCA** transfers to Customer for the term of this Agreement any warranties made by the manufacturer or the Supplier. No representation or warranty by the manufacturer or Supplier is binding on **MHCCA** nor shall breach of such warranty relieve Customer of Customer's obligation to **MHCCA** as provided herein. There are no warranties other than those made by the manufacturer of the Equipment. **MHCCA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. MHCCA** shall not under any circumstances be liable for loss of anticipatory or actual profits or for consequential damages of any type whatsoever. **MHCCA is** not responsible for any losses or damages caused by Customer's use of the Equipment, or from any other kind of loss while Customer is in possession of the Equipment. Customer agrees to indemnify and hold **MHCCA** harmless from any and all losses, claims, liabilities, demands and expenses whatsoever that may arise from Customer's use or possession of the Equipment or from defects in the Equipment.

Customer hereby acknowledges and agrees that: (a) MHCCA is a separate and independent company from the Supplier, and the Supplier is NOT MHCCA's agent; (b) MHCCA shall NOT be responsible for any of Supplier's obligations, and no breach by the Supplier shall relieve Customer of its obligations to MHCCA under this Agreement

and the Schedules; (c) no statement, representation or warranty by the Supplier is binding on MHCCA; (d) the Supplier has no authority to waive or alter any term of this Agreement; (e) Customer selected the Supplier and any Equipment now or hereinafter acquired based on Customer's own judgment and without any involvement of or advice from MHCCA; (f) Customer's duty to perform its obligations hereunder and in each Schedule is absolute, unconditional and irrevocable despite any failure of, or Customer's dissatisfaction with, the Equipment or any services to be provided by Supplier to Customer; (g) the Customer's obligations hereunder shall not be subject to any abatement, setoff, counterclaim, deduction or reduction for any reason whatsoever; and (h) Customer agrees not to assert against MHCCA any claims or defenses that Customer may have against the Supplier.

IF ANY AMOUNT CHARGED OR COLLECTED UNDER THIS AGREEMENT OR ANY SCHEDULE IS GREATER THAN THE AMOUNT ALLOWED BY LAW (AN "EXCESS AMOUNT"), THEN (I) ANY EXCESS AMOUNT CHARGED BUT NOT YET PAID WILL BE WAIVED BY MHCCA AND (II) ANY EXCESS AMOUNT COLLECTED WILL BE REFUNDED TO CUSTOMER OR APPLIED TO ANY OTHER AMOUNT THEN DUE HEREUNDER.

This Agreement shall be governed by the laws of the State of Minnesota, but without regard to Minnesota's choice-of-law laws. All legal actions arising out of or relating to this Agreement and each Schedule shall be venued (filed and adjudicated) exclusively in a state or federal court located in Hennepin County, Minnesota, which is the place of MHCCA's chief executive office and the place at which this Agreement will be serviced. Customer hereby agrees not to object to such venue, and Customer hereby consents to personal jurisdiction in such courts. CUSTOMER AND MHCCA EACH HEREBY WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION to the extent permitted by law. Customer waives any right they may have to assert lack of personal jurisdiction, the doctrine of *forum non conveniens* or to object to venue (or to seek to transfer venue) to the extent any action or proceeding is brought in accordance with this section.

This Agreement and each of the related Schedules(s) constitute the entire agreement regarding the subject matter described herein between Customer and MHCCA and shall supersede any inconsistent terms set forth in any other agreement and all prior oral and written understandings. No term of this Agreement or any related Schedule may be amended, waived, discharged or terminated except by a written instrument signed by Customer and an executive officer of MHCCA. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable, but shall not invalidate the remaining provisions hereof. This Agreement may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. Customer and MHCCA agree that a photocopy, carbon copy, facsimile or other reproduction of this Agreement and each Schedule with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. Copies of this executed Agreement transmitted by facsimile transmission, email or generated through electronic signature/documentation technology shall be considered originals for all purposes. **MHCCA** retains the right to correct and/or amend the Agreement and Exhibit A to perfect and preserve the security interests in the Equipment without consent of, or notification to the Customer.

THIS AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES. THIS AGREEMENT IS NONCANCELLABLE. THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN THIS AD ANY OTHER DOCUMENTATION NECESSARY BY MHCCA IN REGARD TO THIS AGREEMENT. THE UNDERSIGNED CUSTOMER AND ANY PERSONAL AND/OR CORPORATE GUARANTORS HEREBY AUTHORIZE BANKS, CREDIT REPORTING AGENCIES, TRADE REFERENCES AND FINANCIAL INSTITUTIONS THE RIGHT TO RELEASE INFORMATION AND CREDIT REPORTS REGARDING THE UNDERSIGNED CUSTOMER AND/OR ANY GUARANTOR OF CUSTOMER TO **Mitsubishi HC Capital America** AT THE TIME OF EXECUTION HEREOF AND SEMI-ANNUALLY IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT OR IN THE EVENT OF ANY BREACH OF OTHER OBLIGATIONS BY THE CUSTOMER AND/OR ANY GUARANTORS TO MHCCA.

Accepted by Mitsubishi HC Capital America		**Customer:**	
By:		By: **X**	
Print Name:		Print Name:	
Title:	Date:	Title:	Date:

SAMPLE

MITSUBISHI HC CAPITAL AMERICA

7201 Metro Boulevard, Suite 800, Edina, MN 55439
Phone: 877-996-0270

SCHEDULE NO.

This Schedule is issued pursuant to the Master Installment Payment Agreement No. by and between (the "Customer") and Mitsubishi HC Capital America ("MHCCA"). All terms and conditions of the Master Installment Payment Agreement (the "Agreement") are incorporated herein and made part hereof as if such terms and conditions were set forth in this Schedule. Capitalized terms used herein shall have the same meaning as in the Agreement.

TRANSACTION DETAILS AND PAYMENT SCHEDULE:

Processing Fee:	
Term of Agreement (the "Term"): 66 Months	**Amount of each Monthly payment (a "Periodic Payment"):**
Security Deposit: $0.00	**Remit to Address:**
Supplier Name & Address:	**Mitsubishi HC Capital America** **P.O. Box 1880** **Minneapolis, MN 55480-1880**

Notwithstanding anything in the Master Installment Payment Agreement, Customer authorizes MHCCA to pull any payments due under the Agreement via ACH. Any change to the ACH approval which affects the timely payment or any cancellation of the ACH approval shall constitute an Event of Default.

At MHCCA's option, MHCCA may adjust the Periodic Payment by the percentage increase occurring between the date hereof and the Commencement Date in the like-term Secured Overnight Financing Rate ("SOFR") Swaps. Upon receipt of evidence of acceptance for all of the items of Equipment described herein, MHCCA shall update this Schedule to identify the actual Equipment financed thereunder and the actual amount of each Periodic Payment. The Periodic Payment amount shall be communicated to the Customer in writing. Under no circumstances will the implicit rate used to calculate the Periodic Payment shown above ever be decreased.

This transaction may be conducted by electronic means and the User and Provider authorize that their electronic signatures act as their legal signatures of this Schedule. This Schedule may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. User and MHCCA agree that a photocopy, carbon copy, facsimile or other reproduction of this Schedule with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. Copies of this executed Schedule transmitted by facsimile transmission, email or generated or executed through electronic signature/documentation technology shall be considered originals for all purposes.

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY PROVIDER IN REGARD TO THIS AGREEMENT. THIS SCHEDULE IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES AND IS NONCANCELLABLE.

Accepted by Mitsubishi HC Capital America	**Customer:**
By:	By: **X**
Print Name:	Print Name:
Title: Date:	Title: Date:

SAMPLE

MITSUBISHI HC CAPITAL AMERICA

7201 Metro Boulevard, Suite 800, Edina, MN 55439
Phone: 877-996-0270

SCHEDULE NO.

This Schedule is issued pursuant to the Master Agreement No. by and between _____ ("User") and Mitsubishi HC Capital America ("Provider"). All terms and conditions of the Master Agreement are incorporated herein and made part hereof as if such terms and conditions were set forth in this Schedule. Capitalized terms used herein shall have the same meaning as in the Master Agreement.

EQUIPMENT DESCRIPTION AND LOCATION

See Attached Exhibit A

TERM AND PAYMENT SCHEDULE

Initial Term in Months: __ Monthly Rent Payments: ____ (plus applicable taxes)	User Tax Exempt Number_____

If prior to the Commencement Date there shall be any material adverse change in the User's or Guarantor's financial condition, or any material change in the Equipment configuration or any material delay in the delivery and acceptance of any material portion of the Equipment, Provider may, at its option, (i) discontinue funding on this Schedule and/or (ii) require User to purchase the Equipment delivered to that point and/or repay Provider a price equal to the full amount funded by Provider to that point, together with any unpaid Interim Rent. User's obligation to purchase is subject to the manufacturers / supplier's standard terms and conditions of sale.

At Provider's option, Provider may adjust the Rent Payment by the percentage increase occurring between the date hereof and the Commencement Date in the like-term Secured Overnight Financing Rate ("SOFR") Swaps. Upon receipt of evidence of acceptance for all of the items of Equipment described herein, Provider shall update this Schedule to identify the actual Equipment financed thereunder and the actual amount of each Rent Payment. The Rent Payment amount shall be communicated to the User in writing. Under no circumstances will the implicit rate used to calculate the Rent Payment shown above ever be decreased.

For each item of Equipment, there shall also be an interim rent payment ("Interim Rent") computed for the period beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance through the Commencement Date. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis for periods less than one full month.

Purchase Option: At the expiration of the Initial Term or any Renewal Period of this Schedule, User will have the option to purchase all, but not less than all of the Equipment for one dollar ($1.00).

SAMPLE

This transaction may be conducted by electronic means and the User and Provider authorize that their electronic signatures act as their legal signatures of this Schedule. This Schedule may be signed separately in counterparts, all of which, together, shall be considered one and the same agreement. User and MHCCA agree that a photocopy, carbon copy, facsimile or other reproduction of this Schedule with their reproduced signatures thereon shall be as valid and binding as the original-signature document and shall be treated as genuine and authentic as the original for all purposes. Copies of this executed Schedule transmitted by facsimile transmission, email or generated or executed through electronic signature/documentation technology shall be considered originals for all purposes.

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY PROVIDER IN REGARD TO THIS AGREEMENT. THIS SCHEDULE IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES AND IS NONCANCELLABLE.

USER/PROVIDER SIGNATURE

User Legal Name	Provider Name Mitsubishi HC Capital America
By	By
Print Name	Print Name
Title Date	Title Date

ABSOLUTE AND CONTINUING
CORPORATE GUARANTY AGREEMENT

This ABSOLUTE AND CONTINUING CORPORATE GUARANTY AGREEMENT ("Guaranty") is made and entered into as of , by ("Guarantor"), in favor of Mitsubishi HC Capital America, Inc. ("Provider").

R E C I T A L S:

WHEREAS**,** ("User") and Provider have entered or will enter into a Master Agreement No. dated as of pursuant to which Provider will provide and may provide from time to time in the future certain equipment, software and/or related services (collectively, the "Equipment") to be provided by Provider to User pursuant to the terms of a Master Agreement, together with all Schedules, attachments and riders attached or to be attached thereto (collectively, the "Agreement"); and

WHEREAS, Provider, as a condition precedent to entering into said Agreement, has requested Guarantor provide security by unconditionally guaranteeing payment to Provider of all rent, charges and other moneys due and to become due to Provider from User under the Agreement together with all of the obligations and liabilities of User under the Agreement (collectively, the "Obligations"); and

WHEREAS, Guarantor, in furtherance of his business and/or investment objectives and in order to induce Provider to proceed with the Agreement, desires to provide an absolute and continuing guaranty as hereinafter set forth;

NOW, THEREFORE, in order to induce Provider to enter into the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor absolutely and unconditionally guaranties to Provider the payment of all of the Obligations, and shall continue to so guaranty all such Obligations, whether or not all Obligations are paid in full, until all of such Obligations have been fully satisfied. If the User shall fail to pay all or any part of the Obligations when due, whether by acceleration or otherwise, Guarantor shall pay Provider, upon Provider's written demand, the amount due and unpaid by the User in a like manner as if such amount constituted the direct obligation of Guarantor. Provider's failure to provide Guarantor with a written demand for payment shall not be construed as a waiver of Provider's rights against Guarantor under this Guaranty. Prior to any demand upon Guarantor, Provider shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against the User. This Guaranty shall be effective immediately and shall remain in full force and effect until all of the Obligations are paid, performed and observed in full. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of any failure of other persons to sign this Guaranty. If there is more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all of the signers.

2. Strict Observance. Guarantor agrees that the Obligations will be paid, performed, and observed strictly in accordance with their terms, regardless of any rights of User against Provider. The obligations of Guarantor hereunder are without regard to the obligations of any other person or entity, and shall not be affected by any circumstances, including without limitation: (i) any act or omission by Provider, which act or omission is hereby agreed to; (ii) any lack of enforcement or retention of rights against User, Guarantor or any other person or entity or any property; (iii) partial or complete illegality, unenforceability or invalidity of the Obligations, or any other guaranty, surety, pledge, assignment or other security for any Obligations; (iv) any termination or amendment of or change in the Agreement or any other instrument, or the Equipment or any part thereof, or any leasing, assignment, mortgage or transfer of any thereof or of any interest therein, or any furnishing, acceptance, failure or release of any interest in any such security; (v) any failure, omission or delay on the part of User or any other person or entity to comply with any term of the Agreement; (vi) any waiver of the payment, performance or observance of any of the Obligations, or any other waiver, consent, extension, indulgence, compromise, settlement or release in respect of the Agreement or any obligation or liability of User or Provider or any exercise or non-exercise of any right, remedy, power or privilege in respect of the Agreement or any Obligation; (vii) any voluntary or involuntary bankruptcy, insolvency, reorganization, composition, receivership or similar proceedings with respect to User, Guarantor, or any other person or entity or any properties or creditors, or any taken by any court, trustee or receiver in any such proceeding; (viii) any limitation on the liability or obligations of User or any other person or entity under the Agreement or any discharge termination, cancellation or frustration, in whole or in part, of the Agreement; (ix) any defect in the title or condition of, or any damage to or loss or destruction of the Equipment, or any portion thereof; (x) any merger or consolidation of User or Guarantor into or with any other corporation or entity, or any sale, lease or transfer of any of the assets of User or Guarantor to any other person or entity; (xi) any change in the ownership of User, or any change in or termination of any relationship between User and Guarantor; or, (xii) any other condition circumstances which might otherwise constitute a legal or equitable discharge, release or defense of a surety or Guarantor. No delay in making demand on Guarantor for satisfaction of the obligations of Guarantor hereunder shall prejudice the right of Provider to enforce the obligations of Guarantor hereunder.

3. Waivers of Notice, Etc. Guarantor waives diligence, presentment, demand, protest or notice of any kind whatsoever with respect to this Guaranty or the Obligations, including without limitation (i) notice of acceptance of this Guaranty, notice of nonpayment or nonperformance of any of the Obligations, notice of an Event of Default (as defined in the Agreement) or other default and notice of any of the matters described in Paragraph 2 hereof, (ii) any right to the enforcement, assertion or exercise of any right, power, privilege or remedy conferred in the Agreement or otherwise, (iii) any requirement to exhaust any remedies or to mitigate damages resulting from a default under the Agreement, (iv) any notice of any sale, transfer or other disposition of any right, title to or interest in the Agreement, the equipment or any collateral security, or any part thereof, or (v) any requirement of promptness in commencing suit, action or other proceeding and the giving to or making any claim or demand on Guarantor, User or any other person or entity. Guarantor agrees that it shall not be required or have the right to consent to, or to receive any notice of, any supplement to or amendment of, or waiver or modification of, the terms of the Agreement. No notice to or demand on Guarantor shall entitle Guarantor to any other or further notice or demand in the same, similar or other circumstances.

4. Extensions, Etc. Provider may in its sole discretion, at any time or from time to time, (i) renew, extend, change or modify the time, manner, place or terms of payment, performance or observance of any or all of the Obligations, (ii) apply payments by User or Guarantor to any Obligations or any other Obligations or liability of User or Guarantor to Provider, (iii) exchange, release or surrender any security or property which may at any time be held by it, (iv) release any surety or guarantor for or of any of the Obligations (v) settle or compromise any or all of the Obligations with User or any other person or entity liable thereon, or (vi) subordinate the payment, performance or observance of any other debts or obligations which may be due or owing to Provider or any other person or entity, all in such manner and upon such terms as Provider may deem proper, without notice to or further assent from Guarantor.

5. No Waiver. No failure by Provider to exercise, and no delay in exercising, this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy of Provider.

SAMPLE

6. Guaranty of Performance. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor shall pay to Provider all reasonable attorneys' fees and other reasonable expenses incurred by Provider in protecting its interests hereunder or in exercising its rights and remedies provided hereunder, together with interest on such sums at the lesser of .05% per day or the maximum rate permitted by law, from the date which such expenses are also incurred.

7. Bankruptcy. If at any time all or any part of any payment or performance theretofore applied by Provider to any of the obligations is or must be rescinded or returned by Provider for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of User) then such Obligations shall, for the purposes of this Guaranty, be deemed to have continued to be effective or be reinstated, as the case may be, all as though such application by Provider had not been made. If an event permitting the declaration of default under the Agreement occurs and such declaration of default is prevented by reason of any case or proceeding under a bankruptcy or insolvency law, for purposes of this Guaranty and its Obligations hereunder, the Agreement shall be deemed to have been declared in default; and Guarantor shall pay the amounts specified by Provider to be paid under this Guaranty without further notice or demand.

8. Assignment. Provider may at any time sell, assign, transfer or otherwise dispose of all or any part of its interest in this Guaranty and, in such event, this Guaranty shall inure to the benefit of, and be enforceable by, the successors and assigns of Provider, assign any interest hereunder or related hereto (including without limitation any claim arising by subrogation).

9. Guarantor's Obligation; No Set-off. Guarantor's obligation hereunder shall be absolute and unconditional and shall not be subject to any right of set-off, recoupment, deduction or other defense which Guarantor or any other person or entity may now or hereafter have against Provider. All such payments made shall be final, and Guarantor will not seek to recover for any reason whatsoever any such payments made.

10. Limitations on Subrogation. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, and no right of recourse to or with respect to any assets or property of User and waives any right to enforce any remedy which Provider now has or may hereinafter have against User until all of the Obligations have been paid in full, performed and observed. Any subrogation right to which Guarantor becomes entitled and any other obligation of any kind owing from User to Guarantor shall be subject and subordinate to the rights of Provider against User under the Agreement. No payment or performance hereunder by Guarantor shall give rise to any claim of Guarantor against Provider.

11. Acceleration. Guarantor agrees that if any Event of Default as defined in the Agreement occurs, then any and all Obligations of the undersigned under this Guaranty or otherwise shall, at the Provider's option and without notice, forthwith become immediately due and payable by Guarantor.

12. Miscellaneous. This Guaranty shall be governed by the laws of the State of Minnesota. The Guarantor and Provider hereby consent to the jurisdiction of and venue in any Federal or State Court located in Hennepin County, Minnesota for a determination of any dispute, outside of those that are resolved in arbitration, as to any matters whatsoever arising out of or in any way connected with this Guaranty and authorize service of process on the Guarantor by certified mail sent to the Guarantor at the address for the Guarantor as set forth herein below.

13. Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceable provision without invalidating the remaining provisions hereof. Guarantor and Provider hereby waive any provisions of law which renders any provision hereof prohibited or unenforceable in any respect.

14. Entire Agreement. This Guaranty constitutes the entire agreement of Guarantor and Provider with respect to the subject matter hereof. All prior or contemporaneous understanding or agreements, written or oral, between Guarantor and Provider with respect to the subject matter hereof are hereby entirely superseded.

15. Corporate Authority. Guarantor represents and warrants that it is duly authorized to enter into this Guaranty, and that the undersigned is a duly authorized officer of Guarantor with authority to execute this Agreement on behalf of Guarantor. Guarantor agrees to provide any documents reasonably requested by Provider to evidence such authority.

IN WITNESS WHEREOF, the Guarantor, intending to be legally bound hereby, has duly executed this Guaranty Agreement as of the date indicated below.

CORPORATE GUARANTOR:

By _____
Its: _____

Address: _____
_____,

Date: _____

SAMPLE

ABSOLUTE AND CONTINUING
PERSONAL GUARANTY AGREEMENT

This ABSOLUTE AND CONTINUING GUARANTY AGREEMENT ("Guaranty") is made and entered into as of , by _____ ("Guarantor"), in favor of Mitsubishi HC Capital America, Inc. ("Provider").

R E C I T A L S:

WHEREAS**,** ("User") and Provider have entered or will enter into a Master Agreement No. dated as of pursuant to which Provider will provide and may provide from time to time in the future certain equipment, software and/or related services (collectively, the "Equipment") to be provided by Provider to User pursuant to the terms of a Master Agreement, together with all Schedules, attachments and riders attached or to be attached thereto (collectively, the "Agreement"); and

WHEREAS, Provider, as a condition precedent to entering into said Agreement, has requested Guarantor provide security by unconditionally guaranteeing payment to Provider of all rental, charges and other moneys due and to become due to Provider from User under the Agreement together with all of the obligations and liabilities of User under the Agreement (collectively, the "Obligations"); and

WHEREAS, Guarantor, in furtherance of his business and/or investment objectives and in order to induce Provider to proceed with the Agreement, desires to provide an absolute and continuing guaranty as hereinafter set forth;

NOW, THEREFORE, in order to induce Provider to enter into the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor absolutely and unconditionally guaranties to Provider the payment of all of the Obligations, and shall continue to so guaranty all such Obligations, whether or not all Obligations are paid in full, until all of such Obligations have been fully satisfied. If the User shall fail to pay all or any part of the Obligations when due, whether by acceleration or otherwise, Guarantor shall pay Provider, upon Provider's written demand, the amount due and unpaid by the User in a like manner as if such amount constituted the direct obligation of Guarantor. Provider's failure to provide Guarantor with a written demand for payment shall not be construed as a waiver of Provider's rights against Guarantor under this Guaranty. Prior to any demand upon Guarantor, Provider shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against the User. This Guaranty shall be effective immediately and shall remain in full force and effect until all of the Obligations are paid, performed and observed in full. This Guaranty shall be enforceable against each person signing this Guaranty, even if only one person signs and regardless of any failure of other persons to sign this Guaranty. If there is more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all of the signers.

2. Strict Observance. Guarantor agrees that the Obligations will be paid, performed, and observed strictly in accordance with their terms, regardless of any rights of User against Provider. The obligations of Guarantor hereunder are without regard to the obligations of any other person or entity, and shall not be affected by any circumstances, including without limitation: (i) any act or omission by Provider, which act or omission is hereby agreed to; (ii) any lack of enforcement or retention of rights against User, Guarantor or any other person or entity or any property; (iii) partial or complete illegality, unenforceability or invalidity of the Obligations, or any other guaranty, surety, pledge, assignment or other security for any Obligations; (iv) any termination or amendment of or change in the Agreement or any other instrument, or the Equipment or any part thereof, or any leasing, assignment, mortgage or transfer of any thereof or of any interest therein, or any furnishing, acceptance, failure or release of any interest in any such security; (v) any failure, omission or delay on the part of User or any other person or entity to comply with any term of the Agreement; (vi) any waiver of the payment, performance or observance of any of the Obligations, or any other waiver, consent, extension, indulgence, compromise, settlement or release in respect of the Agreement or any obligation or liability of User or Provider or any exercise or non-exercise of any right, remedy, power or privilege in respect of the Agreement or any Obligation; (vii) any voluntary or involuntary bankruptcy, insolvency, reorganization, composition, receivership or similar proceedings with respect to User, Guarantor, or any other person or entity or any properties or creditors, or any taken by any court, trustee or receiver in any such proceeding; (viii) any limitation on the liability or obligations of User or any other person or entity under the Agreement or any discharge termination, cancellation or frustration, in whole or in part, of the Agreement; (ix) any defect in the title or condition of, or any damage to or loss or destruction of the Equipment, or any portion thereof; (x) any merger or consolidation of User or Guarantor into or with any other corporation or entity, or any sale, lease or transfer of any of the assets of User or Guarantor to any other person or entity; (xi) any change in the ownership of User, or any change in or termination of any relationship between User and Guarantor; or, (xii) any other condition circumstances which might otherwise constitute a legal or equitable discharge, release or defense of a surety or Guarantor. No delay in making demand on Guarantor for satisfaction of the obligations of Guarantor hereunder shall prejudice the right of Provider to enforce the obligations of Guarantor hereunder.

3. Waivers of Notice, Etc. Guarantor waives diligence, presentment, demand, protest or notice of any kind whatsoever with respect to this Guaranty or the Obligations, including without limitation (i) notice of acceptance of this Guaranty, notice of nonpayment or nonperformance of any of the Obligations, notice of an Event of Default (as defined in the Agreement) or other default and notice of any of the matters described in Paragraph 2 hereof, (ii) any right to the enforcement, assertion or exercise of any right, power, privilege or remedy conferred in the Agreement or otherwise, (iii) any requirement to exhaust any remedies or to mitigate damages resulting from a default under the Agreement, (iv) any notice of any sale, transfer or other disposition of any right, title to or interest in the Agreement, the equipment or any collateral security, or any part thereof, or (v) any requirement of promptness in commencing suit, action or other proceeding and the giving to or making any claim or demand on Guarantor, User or any other person or entity. Guarantor agrees that it shall not be required or have the right to consent to, or to receive any notice of, any supplement to or amendment of, or waiver or modification of, the terms of the Agreement. No notice to or demand on Guarantor shall entitle Guarantor to any other or further notice or demand in the same, similar or other circumstances.

4. Extensions, Etc. Provider may in its sole discretion, at any time or from time to time, (i) renew, extend, change or modify the time, manner, place or terms of payment, performance or observance of any or all of the Obligations, (ii) apply payments by User or Guarantor to any Obligations or any other Obligations or liability of User or Guarantor to Provider, (iii) exchange, release or surrender any security or property which may at any time be held by it, (iv) release any surety or guarantor for or of any of the Obligations (v) settle or compromise any or all of the Obligations with User or any other person or entity liable thereon, or (vi) subordinate the payment, performance or observance of any other debts or obligations which may be due or owing to Provider or any other person or entity, all in such manner and upon such terms as Provider may deem proper, without notice to or further assent from Guarantor.

5. No Waiver. No failure by Provider to exercise, and no delay in exercising, this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy of Provider.

SAMPLE

6. Guaranty of Performance. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor shall pay to Provider all reasonable attorneys' fees and other reasonable expenses incurred by Provider in protecting its interests hereunder or in exercising its rights and remedies provided hereunder, together with interest on such sums at the lesser of .05% per day or the maximum rate permitted by law, from the date which such expenses are also incurred.

7. Bankruptcy. If at any time all or any part of any payment or performance theretofore applied by Provider to any of the obligations is or must be rescinded or returned by Provider for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of User) then such Obligations shall, for the purposes of this Guaranty, be deemed to have continued to be effective or be reinstated, as the case may be, all as though such application by Provider had not been made. If an event permitting the declaration of default under the Agreement occurs and such declaration of default is prevented by reason of any case or proceeding under a bankruptcy or insolvency law, for purposes of this Guaranty and its Obligations hereunder, the Agreement shall be deemed to have been declared in default; and Guarantor shall pay the amounts specified by Provider to be paid under this Guaranty without further notice or demand.

8. Assignment. Provider may at any time sell, assign, transfer or otherwise dispose of all or any part of its interest in this Guaranty and, in such event, this Guaranty shall inure to the benefit of, and be enforceable by, the successors and assigns of Provider, assign any interest hereunder or related hereto (including without limitation any claim arising by subrogation).

9. Guarantor's Obligation; No Set-off. Guarantor's obligation hereunder shall be absolute and unconditional and shall not be subject to any right of set-off, recoupment, deduction or other defense which Guarantor or any other person or entity may now or hereafter have against Provider. All such payments made shall be final, and Guarantor will not seek to recover for any reason whatsoever any such payments made.

10. Limitations on Subrogation. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, and no right of recourse to or with respect to any assets or property of User and waives any right to enforce any remedy which Provider now has or may hereinafter have against User until all of the Obligations have been paid in full, performed and observed. Any subrogation right to which Guarantor becomes entitled and any other obligation of any kind owing from User to Guarantor shall be subject and subordinate to the rights of Provider against User under the Agreement. No payment or performance hereunder by Guarantor shall give rise to any claim of Guarantor against Provider.

11. Acceleration. Guarantor agrees that if any Event of Default as defined in the Agreement occurs, then any and all Obligations of the undersigned under this Guaranty or otherwise shall, at the Provider's option and without notice, forthwith become immediately due and payable by Guarantor.

12. Miscellaneous. This Guaranty shall be governed by the laws of the State of Minnesota. The Guarantor and Provider hereby consent to the jurisdiction of and venue in the Supreme Court of the State of Minnesota and of any Federal or State Court located in Hennepin County, Minnesota for a determination of any dispute, outside of those that are resolved in arbitration, as to any matters whatsoever arising out of or in any way connected with this Guaranty and authorize service of process on the Guarantor by certified mail sent to the Guarantor at the address for the Guarantor as set forth herein below.

13. Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceable provision without invalidating the remaining provisions hereof. Guarantor and Provider hereby waive any provisions of law which renders any provision hereof prohibited or unenforceable in any respect.

14. Entire Agreement. This Guaranty constitutes the entire agreement of Guarantor and Provider with respect to the subject matter hereof. All prior or contemporaneous understanding or agreements, written or oral, between Guarantor and Provider with respect to the subject matter hereof are hereby entirely superseded.

IN WITNESS WHEREOF, the Guarantor, intending to be legally bound hereby, has duly executed this Guaranty Agreement as of the date indicated below.

INDIVIDUAL GUARANTOR:

X _____

Name: _____

Home Address: _____

_____,

Date: _____

SAMPLE

EXHIBIT J

PROVISION TECHNOLOGY SOLUTIONS AGREEMENT

TECHNOLOGY SOLUTIONS SERVICES AGREEMENT

THIS TECHNOLOGY SOLUTIONS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____ 20_____ (the "Effective Date"), by and between PV Distribution LLC, a Delaware limited liability company ("ProVision") and _____, ("Customer") having an Anytime Fitness Center located at the following address: _____ (the "Facility").

1. Services:

a. *Website and Email Hosting Services.* ProVision agrees to perform and provide to Customer services consisting of non-exclusive electronic access to a digital information processing, transmission and storage system ("Server") to store Customer's web site ("Site") and make the Site available via the global computer communications network ("Internet"). ProVision also agrees to provide and host for Customer up to five (5) Microsoft Exchange email mailboxes under the @anytimefitness.com domain ("Mailboxes"). ProVision's email hosting services shall be limited to: (i) account setup and deletion; (ii) password resets; (iii) assisting with email exporting (.pst files); (iv) operational training; and (v) troubleshooting relating to access, delivery or receiving of emails. The foregoing services in this Section 1(a) are the "Hosting Services". Customer agrees that the Hosting Services shall not include any web site development services, authorship or creation with respect to the Site.

b. *Global Access Software Installation and Support.* ProVision agrees to install the Anytime Fitness-approved proprietary club management and global access/reciprocity software (the "Proprietary Software") on Customer's Equipment (defined in Section 3.d.) for access control and to provide remote technical maintenance, troubleshooting and configuration of the Proprietary Software and Customer's access control network ("Proprietary Installation and Support Services" or "Proprietary I&S Services"). The Proprietary I&S Services include anti- virus and anti-malware services relating to the disruption of the Proprietary Software and may include the periodic upgrading of the Proprietary Software with newer versions or releases. All support for the Proprietary Software is provided remotely. Upgrades, updates or other changes to the Proprietary Software may be made remotely and at such times as ProVision deems necessary or appropriate, in its sole discretion, with or without notice. Upon availability of a new release or version of the Proprietary Software, ProVision may cease supporting prior versions or releases upon not less than thirty (30) days prior written notice. Any new or additional Equipment necessitated by a software upgrade will be the responsibility of Customer.

c. Security Monitoring. ProVision agrees to perform and provide to Customer physical security monitoring services at the Facility ("Security Monitoring Services") if, and only if, Customer purchases all security equipment through ProVision pursuant to a separate purchase order and ProVision installs that equipment. Customer acknowledges that the Security Monitoring Services will include the monitoring of the physical alarm system but such Security Monitoring Services do not include monitoring video recorders, closed circuit televisions (CCTVs) or Customer's local area network. *ProVision will not provide Security Monitoring Services for a security system purchased from, or installed by, a third party.*

d. *Availability of Services.* The Hosting Services, Technology Services, Proprietary I&S Services and Monitoring Services (if applicable) are collectively referred to as the "Services." Subject to the terms and conditions of this Agreement, ProVision shall attempt to provide the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer agrees that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which ProVision may undertake from time to time; or (iii)

causes beyond the control of ProVision or which are not reasonably foreseeable by ProVision, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures. Customer agrees that ProVision has no control of availability of Services on a continuous or uninterrupted basis.

e. *Technology Services*. ProVision will bill you on a monthly basis for the service and license fees associated with the technology and software systems required to operate your Anytime Fitness center in accordance with the terms and conditions of your Franchise Agreement (the "Technology Solutions Fee") and, where applicable, will remit the designated portion of the Technology Solutions Fee to the appropriate affiliate, licensor or service provider(s). The monthly license and service fees that make up the Technology Solutions fee are: Anytime Health Membership fee, Global Access fee, Club Management Software fee, fitness scanning monthly license fee, music licensing monthly license fee, and the ProVision cellular backup fee.

f. *ProVision Materials.* In connection with performance of the Services and at the sole discretion of ProVision with no obligation, ProVision may provide to Customer certain materials, including, without limitation, the Proprietary Software or other computer software (in object code or source code form), data, documentation or information developed or provided by ProVision or its suppliers under this Agreement, domain names, electronic mail addresses and other network addresses assigned to Customer, and other know-how, methodologies, equipment, and processes used by ProVision to provide the Services to Customer ("ProVision Materials").

g. *Customer Content.* Customer shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, metatags, domain names, software and text ("Customer Content"). The Customer Content shall also include any registered domain names provided by Customer or registered on behalf of Customer in connection with the Services.

2. Licenses, Access and Proprietary Rights

a. *License of Customer Content.* Customer grants to ProVision, and ProVision accepts from Customer, a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet the Customer Content in connection with ProVision's performance or enforcement of this Agreement.

b. *Access to Customer Equipment and Facilities.* Customer shall permit ProVision access to the Facility and/or provide ProVision with electronic access to install and configure all Equipment, the Technology Services, and/or the ProVision Materials as necessary for ProVision to perform the Services.

c. *License of ProVision Materials and Technology Services.* In consideration of Customer's payment of all compensation to ProVision pursuant to Section 4, ProVision grants to Customer, and Customer accepts from ProVision, a limited, non-transferable, non-exclusive license, for the term of this Agreement, to use the ProVision Materials and the Technology Services, solely in connection with the operation of the Anytime Fitness Facility and in connection with the Site for Customer's internal business purposes.

d. *ProVision Proprietary Rights.* ProVision shall retain all of its right, title and interest (including copyright and other proprietary or intellectual property rights) in the ProVision Materials and Technology Services and all legally protectable elements, derivative works, modifications and enhancements thereto, whether or not developed in conjunction with Customer, and whether or not developed by ProVision, Customer or any contractor, subcontractor or agent for ProVision or Customer. To the extent that ownership of the ProVision Materials do not automatically vest in ProVision by virtue of this Agreement or otherwise, Customer agrees to and hereby does transfer and assign to ProVision all right, title and interest in the ProVision Materials and Technology Services and protectable elements or derivative works thereof. Upon any termination or expiration of this Agreement, Customer shall return all ProVision Materials and Technology Services (if applicable) to ProVision and erase and remove all copies of all ProVision Materials and Technology Services from any computer equipment and media in Customer's possession, custody or control.

3. Site and Services Terms and Limitations

a. *Site Storage and Security*. At all times, Customer shall bear full risk of loss and damage to the Site and all Customer Content. Customer shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Customer Content; (ii) maintain independent archival and backup copies of the Site and all Customer Content; (iii) ensure the security, confidentiality and integrity of all Customer Content transmitted through or stored on the Server; and (iv) ensure the confidentiality of Customer's password. The Server, ProVision and Services are not an archive and ProVision shall have no liability to Customer or any other person for loss, damage or destruction of any Customer Content. If Customer's password is lost, stolen or otherwise compromised, Customer shall promptly notify ProVision, whereupon ProVision shall suspend access to the Services by use of such password and issue a replacement password to Customer's authorized representative.

b. *Acceptable Use Policy*. Customer is solely responsible for all acts, omissions and use under and charges incurred with Customer's account or password or in connection with the Site or any Customer Content displayed, linked, transmitted through or stored on the Server. Customer agrees not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to: (i) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Customer does not have authorization to access or at a level exceeding Customer's authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; or (viii) engage in any other activity deemed by ProVision to be in conflict with the spirit or intent of this Agreement or any ProVision policy.

c. *Rights of ProVision*. Customer agrees that ProVision may, in its sole discretion, remove or disable access to all or any portion of the Site or Customer Content stored on the Server at any time and for any reason. ProVision has no obligation to monitor the Site or any Customer Content, but reserves the right in its sole discretion to do so.

d. *Equipment and Connectivity.* Customer shall be solely responsible for providing, maintaining and ensuring compatibility with all hardware, software, electrical and other physical requirements necessary for ProVision to perform the Services and for Customer to access the Site, including, without limitation, telecommunications and digital transmission connections and links, routers, switches, modems, local area network servers, virus software, firewalls, or other equipment (collectively "Equipment"). Customer shall be solely responsible for providing a connection to the Internet from its Facility and for setting up a local area network, including without limitation to allow data to flow between Customer's Facility and ProVision's data centers in a secure manner via the Internet.

e. *Alarm Permit.* Customer acknowledges that an alarm permit may be required. Obtaining the alarm from the local authority (Police or Fire Departments) is the responsibility of Customer.

f. *Monthly Alarm Testing.* Customer agrees that a monthly test of the security system is required.

4. Payment Terms

a. *Payments*. Customer shall pay ProVision for the Services and licenses identified in Section 2 in the amount set forth below.

$799.00 / month / Center

ProVision will not provide Security Monitoring Services for any security system purchased from or installed by a third party.

b. *Invoices.* Customer will be invoiced on a monthly basis in advance. Customer is to promptly arrange for ProVision's invoices to be paid directly by Customer's member billing and processing service provider ("Customer's Billing Processor") which Customer was required to establish upon

becoming a franchisee of Anytime Fitness Franchisor LLC. Customer hereby irrevocably appoints ProVision as Customer's attorney-in-fact to contact Customer's Billing Processor and to make all necessary arrangements on behalf of Customer so as to ensure all arrangements for payment of ProVision's invoices are timely made through Customer's Billing Processor. ProVision reserves the right to invoice on a pro rata basis for any part of a calendar month to allow for subsequent invoices to be calculated and paid on a calendar monthly basis. If Customer is delinquent in its payments, ProVision may suspend Services upon written notice to Customer until all payments are current and ProVision may modify the payment terms to require other assurances to secure Customer's payment obligations hereunder. All fees charged by ProVision for Services are exclusive of taxes and similar fees now in force or enacted in the future imposed on the transaction, all of which the Customer will be responsible for, except for taxes based on ProVision's net income. Customer agrees that amounts of any unpaid invoice shall accrue interest at one and one half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. Customer shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts.

c. *Taxes*. Customer shall promptly pay all federal, state and local taxes arising out of this Agreement and the Services and equipment described herein, including any sales to similar tax on any payments payable to ProVision under this Agreement. ProVision will not be liable for these or any other taxes, and Customer will indemnify ProVision for any such taxes that may be assessed or levied against ProVision which arise or result from the Services or equipment described in this Agreement.

5. Warranties and Disclaimer

a. *ProVision Warranties*. ProVision warrants to Customer that: (i) ProVision has the right and authority to enter into and perform its obligations under this Agreement; and (ii) ProVision shall perform the Services in a commercially reasonable manner. Customer's sole remedy in the event of breach of this warranty will be to terminate the Agreement pursuant to Section 8.

b. *Customer Warranties*. Customer represents and warrants to ProVision that: (i) Customer has the power and authority to enter into and perform its obligations under this Agreement;
(ii) Customer Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violates any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and (iii) Customer has express written authorization from the owner to copy, use and display the Customer Content on and within the Site.

c. *Disclaimer of Warranty*. EXCEPT AS EXPRESSLY STATED AT SECTION 5(a), PROVISION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT. PROVISION EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES OR PROVISION MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, ERROR FREE, VIRUS OR MALWARE FREE, COMPLETELY SECURE OR FREE FROM DATA LOSS.

6. Limitation of Liability

EXCLUSIVE OF LIABILITY UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL PROVISION BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF PROVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVISION'S TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER TO PROVISION HEREUNDER FOR THE ONE (1) YEAR PERIOD PRIOR TO ANY ACT OR OMISSION GIVING RISE TO ANY POTENTIAL LIABILITY.

7. Indemnification

a. *By Customer.* Customer agrees to indemnify, hold harmless and defend ProVision and its directors, officers, employees and agents from and against any third-party action, claim, demand, dispute, or liability, including reasonable attorney's fees and costs, arising from or relating to: (i) Customer's breach of this Agreement; (ii) any negligence or willful misconduct of Customer; (iii) any allegation that the Site or Customer Content infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets; or (iv) any action or conduct of ProVision undertaken pursuant to this Agreement. Customer agrees that ProVision shall have the right to participate in the defense of any such claim through counsel of its own choosing.

b. *By ProVision.* ProVision agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against any third-party action, claim, demand or liability, including reasonable attorney's fees and costs, arising from or relating to any allegation that the ProVision Materials infringe a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's tradesecrets.

8. Insurance

a. At all times during the term of this Agreement, Customer must maintain in force, at its sole expense, the types and amounts of insurance that ProVision may require from time to time. The insurance coverage must be maintained under one or more policies of insurance issued by insurance companies rated A+ or better by Alfred M. Best & Company, Inc. All policies must name ProVision and Anytime Fitness Franchisor LLC as additional insureds and must provide that ProVision receives ten (10) days' prior written notice of termination, expiration, reduction or cancellation of any such policy. Upon the execution of this Agreement Customer must provide ProVision with a copy of the certificate or other evidence as ProVision may require of the required insurance. Customer must submit to ProVision annually, a copy of the certificate or other evidence of the renewal or extension of any such insurance.

9. Term and Termination

a. *Term*. The term of this Agreement shall commence on the Effective Date and shall continue concurrent with Customer's Franchise Agreement executed between itself and Anytime Fitness Franchisor LLC to operate an Anytime Fitness Center at the Facility ("Franchise Agreement").

b. *Termination*. This Agreement may be terminated: (i) by ProVision upon ten (10) days written notice to Customer, unless Customer's Franchise Agreement with Anytime Fitness Franchisor LLC to operate an Anytime Fitness Center at the above identified location terminates for any reason, or expires, in which case ProVision may terminate this Agreement immediately without notice to Customer; or (ii) by a written agreement executed by the parties. Notwithstanding the foregoing, ProVision reserves the right, in its sole discretion and without prior notice, at any time, to suspend Customer's access to or use of the Server, Services or any portion thereof, in the event ProVision believes or has reason to believe that Customer is in violation or may be violating any term or condition of this Agreement. In the event of suspension of Services, ProVision shall thereafter provide prompt written notice to Customer of the suspension of Services and the reasons therefore.

c. *Rights Upon Termination*. In the event this Agreement is terminated for any reason, Customer shall pay ProVision, on a pro rata basis, for all Services provided to Customer up to the date of termination.

10. General

a. *Independent Contractors*. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. *Assignment*. Customer may not assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement. ProVision may assign this Agreement or any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without Customer's consent. Upon ProVision's assignment of this Agreement or any of its rights, duties or obligations hereunder, it will be released from all obligations and liabilities arising or accruing in connection with this Agreement or such rights, duties or obligations so assigned in the event this Agreement is not assigned in whole, after the date of such transfer or assignment.

c. *Waiver*. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

d. *Severability*. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

e. *Notice*. All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, designate by notice to the other party.

f. *Amendment*. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

g. *Governing Law, Jurisdiction and Venue*. This Agreement shall be governed in all respects by the laws of the State of Minnesota without regard to its conflict of laws provisions. The parties hereto expressly agree that venue shall be exclusively in the state or federal courts located in Ramsey County, Minnesota. The parties hereto hereby consent to the exclusive jurisdiction of the federal and state courts in Ramsey County, Minnesota and expressly waive any objection to personal jurisdiction, improper venue and/or convenience of such forums.

h. *Survival*. The definitions of this Agreement and the respective rights and obligations of the parties under Sections 1(f), 2(a), 2(d), 3, 4, 5(b), 5(c), 6, 7, 9 and 10 shall survive any termination or expiration of this Agreement.

i. *Force Majeure*. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

j. *Entire Agreement*. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement.

CUSTOMER	PV Distribution LLC
Signed:_____	Signed:_____
Printed: _____	Printed: _____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT K

NATIONWIDE MUTUAL INSURANCE COMPANY
BOND APPLICATION

General Application

Arthur J. Gallagher & Co.

Effective Date:
Expiration Date:

AGENT Arthur J. Gallagher & Co. ADDRESS _____

S.S. #_____

1. Name of Applicant _____ FED ID#_____

Address _____

2. Type of Bond Health Club
3. Amount of Bond $ _____
4. To Whom Payable _____

INDEMNITY AGREEMENT

The undersigned applicant and indemnitors (collectively referred to as "Indemnitors") hereby request Nationwide Mutual Insurance Company, and/or AMCO Insurance Company, Allied Property and Casualty Insurance Company, and/or Depositors Insurance Company (collectively referred to as "Company") to become surety for the above bond(s), or any bond(s) in substitution for or in succession of the said bond(s). The Indemnitors certify that the information and statements provided to the Company for the purpose of securing this bond(s) are true and correct and further jointly and severally agree:

1. the Company is authorized and empowered, without notice to or knowledge of the Indemnitors, to assent to any change whatsoever in the bond(s), to execute or consent to the execution of any continuations, extensions, renewals, enlargements, modifications, changes, or alterations of the bond(s) and to execute any substitute or substitutes therefore, with the same or different conditions, provisions, and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the indemnitors shall remain bound under the terms of this Agreement even though any such asset by the Company does or may substantially increase the liability of said Indemnitors.
2. that the Company is hereby authorized to make any inquiry as may be necessary from financial institutions, persons, firms, credit reporting agencies and other entities in order to confirm and verify information provided to the Company by the indemnitors as an inducement for the issuance of the bond(s) or for the continuance of such bond(s).
3. to pay to the Company the usual annual premium until such time as the Company has been provided with satisfactory and conclusive evidence that all liability under the bond(s) has been terminated and no further liability exists.
4. to perform all the conditions of such bond(s) and to indemnify and save the Company harmless from any and all liability, demands, losses, costs, damages and expenses, including attorney and counsel fees, which the Company may sustain or incur by reason of or in consequence of the execution of such bond(s) by the Company, or incurred in obtaining a release of liability or evidence of termination under such bond(s) or incurred by the company in enforcing any provision of this agreement.
5. that upon demand by the Company for any reason whatsoever, to deposit funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such bond(s).
6. that the Company shall have the exclusive right to adjust, settle or compromise any claim under such bond(s) unless one or more of the Indemnitors shall, in writing, request the Company to litigate such claim and shall deposit immediately with the Company collateral satisfactory to the Company in kind and amount.
7. that the itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the Indemnitors to the Company.
8. that the Company may decline to become surety on any bond(s), and in case it does act as surety the Company shall have the right to withdraw or cancel any bond(s) whenever it shall see fit; and in any event the Company shall not be required to disclose the reason upon which its action is based and shall not be responsible for any loss or damage that may be sustained by reason of such action.
9. that in the event of any payment by the Company, the indemnitors shall pay the Company interest on such amounts at the maximum legal rate from the date such payments are made.

This agreement of Indemnity shall be deemed effective as of the date of execution of the bond(s) even though it may be signed subsequent to this date.

_____
(Name of Applicant)

_____ By_____ SS#_____
(Date Signed) (Indemnitor)

_____ _____ SS#_____
(Date Signed) (Indemnitor)

_____ _____ SS#_____
(Date Signed) (Indemnitor \ Spouse)

_____ _____ SS#_____
(Date Signed) (Indemnitor)

_____ _____ SS#_____
(Date Signed) (Indemnitor \ Spouse)

NOTE: If Applicant or Indemnitor is a corporation, the corporate name must be signed in full, with the officer's name and title on the line below and the seal of the corporation affixed. If a co-partnership, the firm name must be signed and each member of the firm must sign individually.

EXHIBIT L

CLUB MANAGEMENT SOFTWARE SERVICE AGREEMENTS

Club OS Agreement Acceptance

By signing below, the Client accepts the Club OS Terms and Conditions attached to this Agreement and acknowledges and agrees that Club OS will begin charging Anytime Fitness Franchisor LLC or one of its affiliates, PV Distribution LLC (collectively, "Anytime Fitness"), on behalf of Client, the monthly subscription fees for the Licensed Software on a per location basis pursuant to the terms in the Software and Services Agreement between ClubOS and Anytime Fitness, as amended.

Client: Anytime Fitness – Primary Contact,
on behalf of Entity (if applicable)

Signature: _____

Authorized Signer's Name: **Primary Contact**

Effective Date: _____

By signing below, Client agrees to not use Club OS's software or services, or otherwise transmit or conduct business in a manner which violates the Telephone Consumer Protection Act of 1991, as amended (with the rules and regulations promulgated thereunder, the "TCPA").

Client: Anytime Fitness –Primary Contact,
on behalf of Entity (if applicable)

Signature: _____

Authorized Signer's Name: **Primary Contact**

Effective Date: _____

Location Details

Anytime Fitness – City, State - (AF# , ABC#)

Owner – Primary Contact – Primary Contact Email

[Terms and Conditions Follow]

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Affiliate" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the indicated person or entity.
1.2 "AF Agreement" means that certain Software and Services Agreement between TSI and Anytime Fitness, LLC ("Anytime Fitness"), with an effective date of March 31, 2019, as amended , and as may be further amended from time to time.
1.3 "Agreement" means this written software subscription agreement for the Licensed System and/or Services between TSI and Client.
1.4 "Confidential Information" shall mean all written or oral information, disclosed by any party to the other, related to the operations of any party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
1.5 "Client Data" means information provided by Your End-Users or You in connection with the Licensed System, together with any such changes to such data and information resulting from the use of Licensed System; including without limitation, personal information, transactional, and credit card information, any videos, workouts, dietary, and work-out logs.
1.6 "End Users" means a user of the Licensed System. End Users may include but are not limited to Your employees, members, consultants, contractors and agents, and third parties with which You transact business.
1.7 "Licensed System" means the TSI cloud-based software application and features offered to Client pursuant to the AF Agreement. and may include additional modules or features agreed upon by the parties from time to time in an Order Form.
1.8 "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship, including but not limited to copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).
1.9 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
1.10 "Order Form" means the documents for placing orders for the additional add-ins and features to the Licensed System not contemplated in this Agreement or the AF Agreement, that are entered into between TSI and Client from time to time, including addenda and supplements thereto. Order Forms shall be deemed incorporated herein by reference.
1.11 "Privacy Policy" means a written policy stating TSI's practices in the collection and disclosure of information from End Users of its products and services.
1.12 "Services" means Technical Support, Hosting Services, other services performed by TSI under this Agreement.
1.13 "Technical Support" means TSI's services which provide End-User support, technical support, fixes, patches and routine updates to the Licensed System.
1.14 "Website" means club-os.com
1.15 "We," "Us" or "Our", "TSI" or "Club OS" means Technique Software, Inc. d/b/a Club OS.
1.16 "You" or "Your" or "Client" or "Club" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
1.17 "Usage Data" means all informational data regarding use of the Licensed System by End-Users.

2. LICENSE

2.1 Grant of License. Subject to the provisions of this Agreement and the AF Agreement as well as the payment of all applicable subscription fees for the Licensed System, TSI grants Client and Client accepts a limited, personal, non-exclusive, non-transferable, non-assignable license to access and use the Licensed System with the particular user roles available to Client according to Client subscription type.

3. SERVICES

3.1 Usage Limitations: Use of the Licensed System may be subject to limitations. Any such limitations will be specified in this Agreement and in the Website Terms of Use made available on the Website and updated from time to time.
3.2 Use Disclaimer: Except as set forth in in Section 6.1, Your use and access of the Licensed System, the TSI Website and all contents associated therewith are at your sole risk.
3.3 Provision of Services. We shall make the Licensed System and Services available to You pursuant to this Agreement and the relevant Order Forms during the subscription term specified in the Order Form. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
3.4 Club Subscriptions. Unless otherwise specified in the applicable Order Form, (i) the Licensed System is purchased as per Club subscriptions and may be accessed by no more than the specified number of Client Clubs agreed to by Anytime Fitness and TSI, (ii) additional Club subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional Club subscriptions are added, and (iii) the added Club subscriptions shall terminate in accordance with Section 9. Club subscriptions are for designated Clubs only and cannot be shared or used by more than one Club.
3.5 Service Availability. While TSI intends that the Licensed System should be available 24 hours a day, seven days a week, it is possible that on occasions the Licensed System may be unavailable to permit maintenance or other development activity to take place. If for any reason TSI has to interrupt the availability of the Licensed System or Services for longer periods than TSI would normally expect, TSI will use reasonable endeavors to provide advance written notice to You.
3.6 Help Desk. In the case of technical problems, Client must make all reasonable efforts to investigate and diagnose problems before contacting TSI. If Client still needs technical help, please check the support provided online by TSI on the Website or failing

that email us at support@club-os.com.

3.7 Operation of Licensed System. TSI does not warrant that the operation of the Licensed System, and any of its contents will be uninterrupted or error free.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights in the Licensed System. Subject to the limited rights expressly granted hereunder, TSI reserves all rights, title and interest in and to the Licensed System and related products, including all related Intellectual Property Rights. No rights are granted to Client hereunder other than as expressly set forth herein.

4.2 Data Ownership. We respect your right to ownership of content created or stored by You and Your End Users. As between You and Us, You own Your Client Data. Unless specifically permitted by you in writing, your use of the Licensed System or Services does not grant TSI the license to use, reproduce, adapt, modify, publish or distribute Your Client Data for TSI's commercial, marketing or any similar purpose. But you grant TSI permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform Your Client Data solely as required for the purpose of providing the Licensed System and Services to you.

4.3 Client Data. You or your End Users may transmit or publish content created by you using any of the Licensed System or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Licensed System (other than End Users), is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Licensed System, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Licensed System you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that TSI will have the right to block access to or remove such content made available by you, if TSI receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Licensed System and transmitting or publishing any content using such Licensed System, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by TSI for this purpose.

4.4 Return of Client Data: While Your account is in good standing, all videos, images, and files including but not limited to pdfs, word docs, excel files, etc. (collectively, "Media") uploaded by You can only be used by Your End Users, unless You authorize Us to add them to Our global database. Should You cancel your Agreement, You may specifically request for this Media to be removed at the time of cancellation and returned to you, otherwise, TSI reserves the right to use any of the Club's Media in its global database. Upon written request by You for TSI to return all Client Data, TSI shall only be responsible to provide such Client Data in the form of a .csv file.

4.5 Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Client Data, (b) disclose Your Client Data except as compelled by law or as expressly permitted in writing by You, or (c) access Your Client Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

4.6 Third-party applications/ Third Party Links and Client Data: TSI shall not be responsible for any disclosure, modification or deletion of Client Data resulting from any use of the Licensed System by third-party application providers not engaged by TSI. The Licensed System may contain external links to other web sites. These links are provided for information purposes only. TSI does not endorse any advice, goods, or services offered by third parties. TSI has no control over the content of third party sites and is not responsible for any information or content contained on these sites, nor is TSI responsible for the privacy policy of those sites and the information they may gather expressly or automatically.

4.7 Usage Data Information. Notwithstanding the foregoing, TSI maintains exclusive ownership of Usage Data Information and hereby grants to Client access to the Usage Data during the term of the relationship, to utilize data capture, syndication, and analysis tools, and other similar tools, to track, extract, compile, synthesize, aggregate, and analyze any Usage Data. Client cannot sell the Usage Data to a third party or license access to the data.

5. USE OF LICENSED SYSTEM.

5.1 Client Representations. The Client agrees that: (i) Client must only use the Service and Website for Client's own lawful internal business purposes, in accordance with the AF Agreement, this Agreement and any user policies posted on the Website. Client may use the Licensed System and Website on behalf of others or in order to provide services to others but if Client does so Client must ensure that Client is authorized to do so and that all persons who access the Licensed System under Client's account comply with and accept all terms of this Agreement that apply to Client, (ii) Client must ensure that all usernames and passwords required to access the Licensed System under its account (excluding End Users) are kept secure and confidential. Client must immediately notify TSI of any unauthorized use of Client passwords or any other breach of security and TSI will reset Client password and Client must take all other actions that reasonably deems necessary to maintain or enhance the security of TSI's computing systems and networks and Client access to the Licensed System. As a condition of these Terms, when accessing and using the Licensed System, Client must (iii) not attempt to undermine the security or integrity of TSI's computing systems or networks or, where the Licensed System is hosted by a third party, that third party's computing systems and networks, (iv) not use, or misuse, the Licensed System in any way which may impair the functionality of the Licensed System or Website, or other systems used to deliver the Licensed System or impair the ability of any other user to use the Licensed System or Website, (v) not attempt to gain unauthorized access to any materials other than those to which Client have been given express permission to access or to the computer system on which the Licensed System are hosted, (vi) not transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which Client do not have the right to use); (vii) not transmit or conduct business in a manner which violates the Telephone

Consumer Protection Act of 1991 (the "TCPA") adopted rules, including those set forth in 47 C.F.R. Sect. 64.1200, (together with the TCPA, the "TCPA Rules"), prohibiting the initiation of telephone calls and SMS/texts (other than a call made for emergency purposes or made with the prior express consent of the called party) using automatic telephone dialing systems or an artificial or prerecorded voice to telephone numbers assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call (referred to herein as "TCPA Prohibited Conduct"); and (viii) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Licensed System or to operate the Website except as is strictly necessary to use either of them for normal operation.

5.2 TSI Obligations. TSI shall: (i) provide Our basic support for the Licensed System to You at no additional charge, (ii) use commercially reasonable efforts to make the Licensed System available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Licensed System and which We shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Friday to 6:00 a.m. Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Licensed System only in accordance with applicable laws and government regulations.

6. PAYMENT AND FEES.

6.1 Consolidated Technology Fee. In consideration for the Licensed Services contemplated in the AF Agreement, Anytime Fitness shall pay to TSI the applicable subscription fees for Client upon the rates and terms set forth in the AF Agreement, and You shall remit to Anytime Fitness the Technology Solutions Fee and other applicable fees in accordance with your agreement(s) with Anytime Fitness.

6.2. Additional Fees. If Client elects additional modules or features outside the scope of the Licensed Services contemplated in the AF Agreement, it shall pay TSI directly for the fees associated with such additional modules or features, pursuant to the terms of the applicable Order Form.

6.3 Suspension of Service and Acceleration. If any amount owing under this Agreement is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Your Access to the Licensed System until such amounts are paid in full.

7. WARRANTY & DISCLAIMERS.

7.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Licensed System shall perform materially in accordance with the documentation provided; (iii) the functionality of the Licensed System will not be materially decreased during a subscription term, (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart if You or a User uploads a file containing Malicious Code into the Licensed System and later downloads that file containing Malicious Code, and (v) We own all rights, title, and interest in and to the Licensed System, or that in the case of any third party software that We have the right to grant a sublicense to use such third party software. TSI further warrants that any Services provided by TSI under this Agreement shall be performed in workmanlike manner and in accordance with the prevailing professional standards of the software industry. TSI does not represent or endorse the accuracy or reliability of any opinion, advice or statement made through the Licensed System, nor does TSI assume any liability for claims concerning unsolicited fax, e-mail, or voice messages sent by you or others under your account or control through the Licensed System including TCPA Prohibited Conduct.

7.2 Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

7.3 WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN SECTION 7.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TSI MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED SYSTEM,, SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR OR USE BY CLIENT. TSI FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE.

7.4 Mutual Representations. Each party represents and warrants (i) that such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that such party has the legal right and authority to enter into and perform its obligations under this Agreement; (iii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

7.5 Indemnification by You. You agree to indemnify and hold TSI, its Affiliates, agents, business associates, resellers, licensors, and suppliers harmless from any and all claims, losses, damages, judgments, expenses and costs (including, but not limited to, any attorney's fees and expenses) arising out of any third party claims resulting from your use of the Licensed System not contemplated by this Agreement, your violation of the Agreement, and the delivery of any of your messages and documents using the Licensed System, or the infringement of any trademark or copyright by you.

7.6 Indemnification by TSI. TSI shall indemnify, defend, and hold harmless Client and its directors, officers, employees, and agents from and against any and all demands, claims, actions, suits, investigations, proceedings or causes of action, assessments, damages, liabilities, expenses, and losses (including court costs, reasonable attorneys' fees, and expenses of investigation) (all of the foregoing collectively, "Claims") of every kind, nature, or description, whether direct or indirect, that arise out of or relate to any Claim brought against Client alleging that the Licensed System infringes any third party's U.S. patents, copyrights, trade secrets, or other intellectual property rights.

Any and all warranties and indemnifications shall be void as to TSI Services and/ or the Licensed System where noncompliance is caused by or related to (1) any alterations made to the Licensed System by You, Your representatives, or agents, without authorization from TSI; (2) use of the Licensed System other than in the operating environment specified in this Agreement; (3) coding, information or specifications created or provided by You.

8. CONFIDENTIALITY OBLIGATIONS

8.1 Ownership of Confidential Information.
The parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Each Party agrees that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
8.2 Mutual Confidentiality Obligations. Each Party agrees that the Party receiving the Confidential Information will: (a) use the Confidential Information only for the purposes described in this Agreement; (b) not reproduce the other Party's Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party, provided that We may disclose Your Confidential Information to Anytime Fitness upon its request; (c) except as otherwise expressly permitted hereunder, will not create any derivative work from the other Party's Confidential Information; (d) restrict access to the other Party's Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.
8.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 8.1 and 8.2 shall not apply to Confidential Information that: (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information (1) in response to an order of a court or other governmental body, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order, (2) as required by law or regulation to be disclosed.

9. TERM AND TERMINATION.

9.1 The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of three (3) years (the "Initial Term") and thereafter shall be renewed automatically coterminous with the term of the AF Agreement (the "Renewal Term"), unless this Agreement is terminated sooner as permitted in this Agreement or the AF Agreement. We may terminate this Agreement immediately, without notice or liability, if the AF Agreement expires or terminates. This Agreement automatically and immediately terminates when you are no longer a party to a franchise agreement with Anytime Fitness, including upon the expiration, transfer, or termination of your franchise agreement.
9.2 Termination for Breach. Each party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within sixty (60) days of receipt of such notice, and this Agreement shall terminate immediately if cure is not made within such sixty (60)-day period.
9.3 Effect of Termination. Upon termination of this Agreement, Your right to use the Licensed System terminates and TSI shall have no further obligation to support the Licensed System. UPON TERMINATION, YOU HEREBY GRANT TSI AN IRREVOCABLE LICENSE TO STORE ALL CLIENT DATA INPUTTED BY YOU OR YOUR END USERS AND AGREE AND ACKNOWLEDGE THAT ALL CLIENT DATA INPUTTED BY YOU AND YOUR END USERS IS THE PROPERTY OF ANYTIME FITNESS, LLC AND SHALL NOT BE USED OR RETAINED BY YOU UPON THE TERMINATION, TRANSFER OR EXPIRATION OF YOUR FRANCHISE AGREEMENT WITH ANYTIME FITNESS, LLC.

10. LIMITATION OF LIABILITY

10.1 DISCLAIMER OF LIABILITY. A PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY OPERATION OR RELIANCE OR USE OF THE LICENSED SYSTEM AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, AND DAMAGE TO EQUIPMENT, EVEN IF SUCH PARTY HAS BEEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY SUCH PARTY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL; OR (C) CLAIMS BY THE OTHER PARTY MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST SUCH PARTY MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION AROSE.
10.2 LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, SHALL BE LIMITED DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TSI FROM CLIENT IN THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement and the AF Agreement (but only as applicable specifically to You) sets forth the entire agreement and understanding among Us and You with respect to the subject matter of the Agreement and, except as specifically provided in this Agreement or the AF Agreement, supersedes and merges all prior oral and written agreements, discussions and understandings among the Parties with respect to the subject matter of this Agreement, and none of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement and the AF Agreement.
11.2 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of email, facsimile or certified mail, postage prepaid, to the Parties to the Agreement at their respective addresses as set forth in the most recent Order Form, or addressed to such other address as any Party may have given by written notice in accordance with this provision. In the event that any Party delivers any notice hereunder by means of facsimile transmission, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, or first-class mail return receipt requested, to the

receiving Parties, addressed as set forth above or to such other address as the receiving Parties may have previously substituted by written notice to the sender.

11.3 Force Majeure. Except for Your obligations to pay money under this Agreement, no party shall be liable for failure to perform hereunder due to events outside its reasonable control such as acts of war, public enemy, government, or any person engaged in subversive activity, riot or sabotage or due to Acts of God.

11.4 No Third Party Beneficiaries. Except for Section 10.3, nothing in this Agreement, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.5 Independent Contractors. The Parties to this Agreement are independent contractors. Except as otherwise expressly provided herein, nothing herein creates any joint venture, partnership, agency, employment, fiduciary or other relationship among the Parties, and no party is authorized to make contracts or commitments in the name of or on behalf of any other without such Party's prior written approval.

11.7 Assignment; Delegation. No Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Parties, except that any Party shall be entitled to transfer its interests to a third party with which such Party is merged or which acquires all or substantially all of the assets or capital stock of such Party. Any transfer by Anytime Fitness of its duties or obligations shall relieve it of all duties and obligations transferred hereunder.

11.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provisionshall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.9 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by any Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.10 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REGARD TO ITS PRINCIPLES REGARDING CONFLICTS OF LAW, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO, AND WAIVES ANY OBJECTION TO, THE EXCLUSIVE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MINNESOTA.

11.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

11.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.13 Survival. The provisions of this Agreement, which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination or expiration of this Agreement.

11.14 Changes. We reserve the right, at our sole discretion, to modify or replace these Terms at any time or change, suspend, or discontinue the Licensed System (including without limitation, the availability of any feature, database, or content). If a revision to this Agreement is material we will try to provide at least 90 days written notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Licensed System and our Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

[End of Terms and Conditions]

4854-3641-3185, v. 1

EXHIBIT M

FRANCHISEE QUESTIONNAIRE

FRANCHISEE QUESTIONNAIRE – EXISTING FRANCHISEES

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.

Do not sign this Questionnaire if you are a resident of Washington or Maryland or if the franchise is to be operated in Washington or Maryland.

As you know, Anytime Fitness Franchisor, LLC (the "Franchisor") and you are preparing to enter into a Franchise Agreement and/or Area Development Agreement for the operation of a franchised Anytime Fitness® business (the "Franchise"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

QUESTION	YES	NO
1. Have you received and personally reviewed the Franchise Disclosure Document provided to you?		
2. Did you sign a receipt (Item 23) for the Franchise Disclosure Document indicating the date you received it?		
3. Have you received and personally reviewed the Franchise Agreement and/or Area Development Agreement and each exhibit or schedule attached to it?		
4. Are you legally eligible to work or own a business in the United States and/or Canada, including the state or province in which the Franchise will be located?		
5. Has any employee or other person speaking on behalf of the Franchisor made any statement or representation regarding the actual, average or projected memberships, revenues, or profits that you, Franchisor, or any of our franchisees have achieved in operating the Franchise, other than what is contained in the Franchise Disclosure Document?		
6. Has any employee or other person speaking on behalf of the Franchisor made any promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance or any other material subject relating to the Franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?		
7. Has any employee or other person speaking on behalf of the Franchisor made any other oral, written, visual or other promises, agreements, commitments, understandings, rights-of-first refusal or otherwise to you with respect to any matter, except as expressly set forth in the Franchise Agreement and/or Area Development Agreement or in an attached written Amendment signed by you and us?		
8. Are there any contingencies, prerequisites, or other reservations existing (excluding obtaining financing for equipment or build-out of your Anytime Fitness Center) that will affect your ability to sign or perform your obligations under the Franchise Agreement and/or Area Development Agreement?		

Please insert the date on which you received a copy of the Franchise Agreement with all material blanks fully completed: _____

Please insert the date on which you received a copy of the Area Development Agreement with all materialblanks fully completed: _____

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully, completely and correctly to the above questions. No representations contained herein are intended to or will act as a release, estoppel or waiver of any liability incurred under any applicable franchise law.

_____ FRANCHISE APPLICANT

_____ FRANCHISE APPLICANT

_____ FRANCHISE APPLICANT

_____ FRANCHISE APPLICANT

DATE: _____

FRANCHISEE QUESTIONNAIRE – PROSPECTIVE FRANCHISEES

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.

Do not sign this Questionnaire if you are a resident of Washington or Maryland or if the franchise is to be operated in Washington or Maryland.

As you know, Anytime Fitness Franchisor, LLC (the "Franchisor") and you are preparing to enter into a Franchise Agreement and/or Area Development Agreement for the operation of a franchised Anytime Fitness® business (the "Franchise"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

QUESTION	YES	NO
1. Have you received and personally reviewed the Franchise Disclosure Document provided to you?		
2. Did you sign a receipt (Item 23) for the Franchise Disclosure Document indicating the date you received it?		
3. Have you received and personally reviewed the Franchise Agreement and/or Area Development Agreement and eachexhibit or schedule attached to it?		
4. Are you legally eligible to work or own a business in the United States and/or Canada, including the state or province in which the Franchise will be located?		
5. Has any employee or other person speaking on behalf of the Franchisor made any statement or representation regarding the actual, average or projected memberships, revenues, or profits that you, Franchisor, or any of our franchisees have achieved in operating the Franchise, other than what is contained in the Franchise Disclosure Document?		
6. Has any employee or other person speaking on behalf of the Franchisor made any promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance or any other material subject relating to the Franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?		
7. Has any employee or other person speaking on behalf of the Franchisor made any other oral, written, visual or other promises, agreements, commitments, understandings, rights-of-first refusal or otherwise to you with respect to any matter, except as expressly set forth in the Franchise Agreement and/or Area Development Agreement or in an attached written Amendment signed by you and us?		
8. Are you legally eligible to travel to and attend New Franchisee Training held at a designated training center in the United States? If you answer "no", please provide an explanation here: _____ _____ _____		

QUESTION	YES	NO
9. Are you currently involved in any other businesses/franchises that may interfere with the non-compete obligations outlined in the Anytime Fitness Franchise Agreement, or any other agreements you may have with other businesses/franchises? If yes, please describe the businesses/franchises here: _____ _____ _____		
10. Are there any contingencies, prerequisites, or other reservations existing (excluding obtaining financing for equipment or build-out of your Anytime Fitness Center) that will affect your ability to sign or perform your obligations under the Franchise Agreement and/or Area Development Agreement?		
11. Have there been any changes in any of the information you have provided to us or our affiliates in connection with any application for the Franchise, or in any application, statement or report you have provided to us? If yes, please describe the changes here: _____ _____ _____		
12. Have you been proven to have engaged in fraudulent conduct, or been convicted of, or plead guilty or no contest to, a felony or misdemeanor involving dishonesty or fraudulent conduct, or do you have any such charges pending? If yes, please describe all relevant facts here: _____ _____ _____		
13. Have you, in the past 10 years, declared bankruptcy, or taken any action, or had any action taken against you, under any insolvency, bankruptcy, or reorganization act? If yes, please describe all relevant facts here: _____ _____ _____		
14. Have you brought, been named in, or been directly involved in any past or pending litigation or formal dispute resolution process? If yes, please describe all relevant facts here: _____ _____ _____		
15. Is there any information that might appear on a credit or criminal history report that you wish to disclose and/or address, knowing that failure to disclose such information may be considered grounds for denial of a franchise? If yes, please describe all relevant facts here: _____ _____ _____		

Please insert the date on which you received a copy of the Franchise Agreement with all material blanks fully completed: _____

Please insert the date on which you received a copy of the Area Development Agreement with all materialblanks fully completed: _____

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully, completely and correctly to the above questions. No representations contained herein are intended to or will act as a release, estoppel or waiver of any liability incurred under any applicable franchise law.

All prospective franchisees applying please sign here:

_____	_____
FRANCHISE APPLICANT	FRANCHISE APPLICANT
_____	_____
FRANCHISE APPLICANT	FRANCHISE APPLICANT

DATE: _____

4857-8491-3586, v. 1

PRINT NAME: _____

5 Key Questions – New Franchisees

1. Why are you a good fit for Anytime Fitness? Why will you be an exceptional franchisee?

2. Aside from operating your own club, how will you make the Anytime Fitness brand and franchise system as a whole stronger?

3. Franchisees purposely give up some entrepreneurial freedom in exchange for joining an established system which provides ongoing education and support. You'll be tapping into an network of vendors, corporate staff and fellow franchisees, all of whom will allow you to flatten your learning curve and reduce your chances for error. Are you willing to trade some of your entrepreneurial freedom to work within this system?

4. What are you willing to sacrifice to run a successful business? What are you unwilling to sacrifice?

5. In your opinion, what are the differences of a successful franchisee vs. a non-successful franchisee? What characteristics does the successful owner have?

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. This questionnaire does not waive any liability the Franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

All prospective franchisees applying please sign here:

_____	_____
FRANCHISE APPLICANT	FRANCHISE APPLICANT
_____	_____
FRANCHISE APPLICANT	FRANCHISE APPLICANT

DATE: _____

4859-0279-2775, v. 2

EXHIBIT N

COACHING SUITE ADDENDUM

COACHING SUITE FRANCHISE AGREEMENT ADDENDUM RIDER

1. Effective Date of this Addendum: _____

2. Franchisee:

3. Principal Owner:

4. Franchised Location:

5. Effective Date of Franchise Agreement:

6. Billing Date:

COACHING SUITE FRANCHISE AGREEMENT ADDENDUM

This Addendum is made and entered on as of the Effective Date set forth in the Rider attached to this Addendum and is by and between Anytime Fitness Franchisor LLC ("we" or "us") and the Anytime Fitness® franchisee identified in the Rider ("you"), and is an amendment to, and a part of, the Franchise Agreement identified in the Rider (the "Franchise Agreement"). All capitalized terms used in this Addendum not otherwise defined have the meanings ascribed to them in the Franchise Agreement.

INTRODUCTION

You and we are parties to a Franchise Agreement under which you operate an Anytime Fitness® center identified in the Rider (the "Center"). We have developed a proprietary personal SmartCoaching fitness, nutrition and recovery suite of tools as it exists from time to time which currently includes an operations and training manual, software analytics tools, forms and documents, videos, a video library, downloadable programs and video support for program demonstrations (the "Coaching Suite"). We are incorporating SmartCoaching into Anytime Fitness® centers via the Coaching Suite, and you will now be granted the right and undertake the obligation to access and use SmartCoaching through use of the Coaching Suite at your Center under the terms of this Addendum.

AGREEMENT

1. DEFINITIONS.

a. "**Confidential Informational**" means data and information: (i) relating to our business, regardless of whether the data or information constitutes a trade secret; (ii) disclosed to you or of which you became aware of as a consequence of your relationship with us; (iii) having value to us; (iv) not generally known to our competitors; and (v) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, operations, training and Coaching manuals, forms and documents used to support the Coaching Suite, Coaching videos, quarterly work-outs, the program design card, the exercise video library, downloadable programs, and similar information; provided, however, that such term shall not mean data or information: (A) which we have been voluntarily disclosed to the public, except where such public disclosure has been made by you without authorization from us; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means.

b. "**Derivative Work"** is any work that is based upon the Coaching Suite, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, incorporated, transformed or adapted in whole or in part.

c. "**Coaching Suite Fees**" are the recurring monthly fees due from you for your use of the Coaching Suite. As of the Effective Date, the Coaching Suite Fees are:

Number of Centers	**Monthly Fee per Center**
1-3 centers	$149 per center
4-9 centers	$109 per center
10+ centers	$109 per center for the first 9 centers, and $0 for each additional center thereafter

The Coaching Suite Fee is subject to change upon written notice; provided that it will not exceed $300 per

center per month during the initial term of your Franchise Agreement.

d. **"Principal Owner**" means anyone owning more than ten percent (10%) of the Center and who has signed and guaranteed the Franchise Agreement for the Center.

e. "**Registration Fees**" means the fees due from you to us for Initial Coaching, as described in Section 4(a).

2. GRANT OF LIMITED LICENSE TO COACHING SUITE.

Subject to the terms and conditions of the Franchise Agreement and this Addendum, we hereby grant to you a limited, nonexclusive, nontransferable, non-assignable, freely revocable U.S. license to access and use the Coaching Suite at the Center. You shall not make the Coaching Suite available to any Anytime Fitness® center, fitness center, personal trainer, or any other individual or facility other than the Center that is subject to this Addendum. You also agree that the Coaching Suite shall be made available only to your employees and not to any independent contractors or other individuals or entities. You must also license the Coaching Suite for all other Anytime Fitness® Centers you currently own, and execute an Addendum with the same or similar terms.

In consideration of the grant of the limited licenses as set forth herein, you agree to strictly adhere to any of our mandatory standards, specifications and policies related to the Coaching Suite as they exist from time to time. You must, at your expense, honor and participate in all promotional programs that we require related to the Coaching Suite.

3. INITIAL COACHING AND DELIVERABLES.

We shall provide a Coaching Suite Coaching program of up to eight (8) hours at our corporate headquarters or at such other places as we may designate from time to time. The Coaching Suite Coaching program shall include Coaching on designing and delivering a personal Coaching program. By executing this Addendum, you agree that one (1) Principal Owner will attend the Coaching Suite Coaching program within ninety (90) days of executing this Addendum. If the Coaching Suite Coaching Program is provided in the field, on-site at your Anytime Fitness center or the center of a participating franchisee, then Coaching is provided for up to a total of 21 attendees. All attendees must be employees of participating franchisees. If you have more than one (1) Center, you shall only be required to attend Coaching Suite Coaching program at our headquarters or other designated location one (1) time. You shall be permitted to train additional employees at your Center following your completion of Coaching Suite Coaching program and we will provide you with program materials to assist with Coaching as they exist from time to time.

Following the completion of Coaching Suite Coaching program, we shall also provide you access to program materials which may be incorporated into the Coaching Suite from time to time.

4. FEES.

a. Registration Fees. If you are an existing franchisee and have not already attended and successfully completed the Coaching Suite Coaching program, then you agree to pay to us our then-current pricing as a Registration Fee for you to attend the Coaching Suite Coaching program. If you attend the Coaching Suite Coaching at our corporate headquarters, Minnesota, the Coaching Suite fee is currently Two Hundred Fifty Dollars ($250). You must pay to us an additional Registration Fee, at our then-current rates, currently Two Hundred Fifty Dollars ($250) for any additional employees or your owners who attend Coaching Suite Coaching program, subject to availability and upon our sole discretion.

Subject to corporate trainer availability, we also offer the Coaching Suite Coaching Program in the field, on-site at your Center, or the Anytime Fitness center of another franchise owner with whom you have partnered to receive this Coaching. You must pay us our then-current Coaching fees, which will vary depending on the number of franchise owners and attendees. This on-site Coaching is conducted for up to twenty-one (21) total attendees and includes pre-visit communication and post-visit follow-up. Attendees must be employees of participating franchise owner(s).

In the event you do not have an open Center at the time you register for Coaching Suite Coaching program, you shall pay all Registration Fees at the time of registration. If you have one (1) or more open Center(s), you authorize us to deduct the Registration Fees, and any additional costs as described in Section 4.a.2 from the remittance collected by our designated billing and payment processor for the Center(s) on the first day of the month following the date of registration for Coaching Suite Coaching program.

b. Coaching Suite Fees. In consideration of the grant of the license for the Coaching Suite, you shall pay to us, in addition to the Registration Fees or any other amounts due and owning under this Addendum, the Coaching Suite Fees, on a monthly recurring basis on the due date of such fee. For your first Center licensing the Coaching Suite, you will begin incurring Coaching Suite Fees ninety (90) days after the Effective Date regardless of whether you have attended Coaching Suite Coaching program. For each additional Center owned by you or any of your Principal Owner(s) as of the Effective Date of this Addendum, licensing the Coaching Suite, you will begin incurring Coaching Suite Fees upon the Effective Date. You authorize us to deduct the Coaching Suite Fees, and any additional costs from the remittance collected by our designated billing and payment processor for the Center. You agree we may deduct the Coaching Suite Fees for any and all Centers owned by you, regardless of whether or not you have executed an Addendum for that Center.

You agree that any amount not received by us when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

c. Additional Support. If you request additional support, Coaching, coaching or consulting, you agree to pay to us our then-current rates, plus reasonable travel expenses.

d. Required Equipment, Hardware, and Software. You must pay us, our affiliates, and/or our designated vendors for use of all required equipment, hardware, and/or software that meets our then- current standards and specifications in connection with the Coaching Suite as set forth in the Manual (as defined in the Franchise Agreement) or otherwise in writing.

5. TERM AND TERMINATION.

a. The term of this Addendum will commence on the Effective Date set forth in the Rider attached to this Addendum, and subject to earlier termination as described herein, will automatically and immediately terminate upon the expiration or termination of the Franchise Agreement.

b. You must successfully complete all required Coaching Suite Coaching program and commence offering the Coaching Suite to your members on or before the Roll Out Date set forth in the Rider attached to this Addendum. Failure to successfully complete all required Coaching and commence offering the Coaching Suite to the public on or before the Roll-Out Date will constitute a default under your Franchise Agreement.

c. This Addendum automatically and immediately terminates upon the termination or expiration of any agreement between us or our affiliates and any third party for the license or provision of the Coaching

Suite.

d. Upon termination or expiration of this Addendum or the license, all rights granted to you under this Addendum shall terminate, the license shall revert to us, and you shall have the following obligations: (i) you will immediately deliver to us all Confidential Information related to the Coaching Suite, including any operation manual for the Coaching Suite, in its possession or control, and all copies and any other forms of reproductions of these materials and any other materials provided by us and all copies thereof of any other forms of reproductions of these materials, and you shall neither retain nor convey to another any copy or record of any of the foregoing and you agree that all these materials are our exclusive property; (ii) you shall immediately cease using the Coaching Suite; (iii) you shall comply with the applicable covenants contained in this Addendum and the Franchise Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or Confidential Information; and (iv) from and after termination of this Addendum, upon our request, you shall cooperate with us in connection with any steps required or appropriate to be taken as a result of the termination of this Addendum, and you shall furnish us, upon request, such further information, execute and deliver such other documents and do such other acts and things, all as we may reasonably request for the purpose of carrying out the intent of this Addendum.

6. TRANSFER.

In the event of the transfer or assignment of your Franchise Agreement, your transferee or assignee will be required to sign an addendum, in similar form to this Addendum, agreeing to continue to receive access to the Coaching Suite for the remaining term of the Franchise Agreement.

7. OWNERSHIP OF INFORMATION.

You acknowledge and agree that the information that we or our affiliates obtain from you or your affiliates through the access and use of the Coaching Suite or information in your records related to the Coaching Suite is considered part of the Information System (as defined in the Franchise Agreement) and you must comply with all terms of the Franchise Agreement and the Manual (as defined in the Franchise Agreement) related to the Information.

8. CONFIDENTIAL INFORMATION/IMPROVEMENTS/COPYRIGHTS.

You acknowledge and agree that the Coaching Suite and the Confidential Information described in this Addendum are part of the System and subject to the same confidentiality restrictions as described in the Franchise Agreement. You must require your employees who have access to Confidential Information to

sign a written covenant not to compete and confidentiality agreement. You shall be directly responsible and liable to us for any acts or omissions of its employees relating to Confidential Information as if such acts or omissions were your own. You will immediately report to us the theft, loss or destruction of any Confidential Information. You hereby agree that, during and after the Term, you, your owners, principals and employees will: (a) not use the Confidential Information in any other business or capacity, including any derivative or spin-off of the Coaching Suite; (b) maintain the absolute secrecy and confidentiality of the Confidential Information; (c) not make unauthorized copies of any portion of the Confidential Information, whether in tangible or intangible form; and (d) adopt and implement all procedures that we prescribe to prevent unauthorized use or disclosure of, or access to, the Confidential Information. You further acknowledge and agree that any Derivative Work is considered an Improvement, as described in the Franchise Agreement, and that many aspects of the Coaching Suite are Copyrighted Materials, as described in the Franchise Agreement.

9. ACKNOWLEDGMENTS.

You hereby acknowledge and agree that we and our affiliates, and their officers, directors, members, employees and agents, have not given any assurance, nor made any representation or warranty of any kind, expressed or implied, as to the quality, performance or financial potential of the Coaching Suite, the successful operation of the Coaching Suite and the Centers, or for any other purpose. You do not have the right to modify, edit, copy, reproduce, create Derivative Works, reverse engineer, alter, enhance, or exploit the Coaching Suite.

10. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS NOT INCLUDED IN THIS ADDENDUM. YOUR USE OF THE COACHING SUITE IS SOLELY AT LICENSE'S OWN RISK. THE COACHING SUITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE COACHING SUITE.

11. LIMITATION OF LIABILITY AND DAMAGES.

You must ensure that any customer participating in any Coaching program associated with the Coaching Suite signs a waiver of liability releasing you, us, and our respective affiliates for any liability in connection with such Coaching program. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY SUCH NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE USE OF THE COACHING SUITE OR THAT RESULTS FROM THE USE OR INABILITY TO USE THE COACHING SUITE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, IN NO EVENT WILL OUR LIABILITY UNDER THIS ADDENDUM EXCEED THE AMOUNT OF FEES PAID BY YOU TO US HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LIABILITY IS INCURRED.

12. RELEASE.

In consideration of our license of the Coaching Suite to you and for our execution of this Addendum, you hereby release and forever discharge AF, and our affiliates, as well as their respective past and present members, shareholders, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims, known or unknown, that you may have against such parties, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to you, and any matters arising under the Franchise Agreement or under any other agreement between you and us or our affiliates.

The foregoing release does not apply with respect to claims arising under the Washington Franchise

Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

13. GENERAL.

In other respects, the Franchise Agreement will continue in full force and effect. Any terms not defined in this Addendum will have the meaning described in the Franchise Agreement.

14. TERMINATION OF LICENSE WITH ALLOY PERSONAL COACHING SOLUTIONS.

You agree that upon execution of this Addendum, any agreement between you and Alloy Personal Coaching Solutions, LLC for the license of any Alloy® personal Coaching services, products or programming for use at any or all of your Center(s), shall automatically terminate.

WE:	YOU:
ANYTIME FITNESS FRANCHISOR LLC	
_____	_____
By: _____	By: _____
Its: _____	Its: _____

4895-4822-4671, v. 1

EXHIBIT O

EVOLT SOFTWARE SUBSCRIPTION AGREEMENT

Software Subscription Agreement

BETWEEN: **EVOLT IOH PTY LTD ACN 609 604 908** of 'Drive Accountants', Suite 11, 232 Robina Town Centre Drive, Robina QLD 4226 (***Evolt IOH***)

AND: **THE PARTY IDENTIFIED IN ITEM 1 OF THE SCHEDULE** (the ***Subscriber***)

BACKGROUND:

A. The Subscriber wishes to use certain software owned by Evolt IOH.

B. Evolt IOH has agreed to grant the Subscriber a licence to use the software, subject to the terms and conditions set out below.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement:

Business Day means a day other than:

(a) a Saturday or a Sunday;

(b) a day that is a public holiday in Brisbane; and

(c) a day in the period 27 December to 31 December (inclusive);

Confidential Information includes:

(a) all information (written or oral) including, but not limited to, drafts, sketches, designs, and work-in-progress that may be disclosed to the Subscriber from time to time;

(b) all financial and business information of whatever kind in relation to Evolt IOH and its business, including:

(i) any research, diagrams, plans or other documents whatsoever belonging to Evolt IOH,

(ii) research technology, software source code, object code, programming tools, data processes, formulae and know how;

(c) the personnel, policies or business strategies of Evolt IOH;

(i) lists of names and addresses of Evolt IOH's clients and customers and potential customers and mailing lists;

(ii) trade secrets and Intellectual Property;

(iii) all information or knowledge acquired by the Subscriber as a result of Evolt IOH permitting the Subscriber to have access to any Confidential Information;

(d) the design, specification and content of the Software;

(e) the Personal Information of users of the Software;

(f) the terms upon which the Software is being licensed under this Agreement;

Designated Equipment means the computer equipment, designated in Item 6 of the Schedule, upon which the Software may be used;

Documentation means all operating manuals and other printed materials referred to in Item 7 of the Schedule including users' manuals, programming manuals, modification manuals, flow charts, drawings and software listings in the possession or control of Evolt IOH which may assist or supplement the understanding or application of the Software;

Further Term means the period set out in Item 5 of the Schedule;

Initial Term means the period specified in Item 2 of the Schedule;

Intellectual Property includes without limitation the patents, copyrights, rights and circuit layouts, marks, trademarks, logos, designs, documentation, insignia, emblems, know-how, copyright material, original works, marketing information, client lists, the right to have confidential information kept confidential, the corporate image, the materials, the Documentation, the training programs, training methods, procedures, all material whether printed, audio or visual or recorded on computer software, drawings, artworks, icons, computer software and any other item or material whether licensed to or owned by Evolt IOH used directly or indirectly in or for the benefit of the business conducted by Evolt IOH whether existing at the date of this Agreement or coming into existence thereafter and any variation or modification thereto and whether in Australia or overseas;

Moral Rights has the same meaning as that term has in Part IX of the *Copyright Act 1968* (Cth);

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not, which, for the avoidance of doubt, includes (without limitation) any information relating to the age, gender and body composition of any users of the Software;

Software means the software designated in Item 4 of the Schedule and any enhancement, modification, update or new release of the that software or part thereof;

Subscription means a non-exclusive licence to use the Software;

Subscription Fee has the meaning attributed to that term in Item 3 of the Schedule;

Support Charges means the charges specified in Item 8 of the Schedule which are payable by the Subscriber to Evolt IOH;

Support Services means the support services described by clauses 6.1 and 6.2;

Term means the Initial Term and any Further Term (as the case may be); and

Works means all programs, programming, literary, dramatic, musical and artistic work within the meaning of the *Copyright Act 1968* (Cth).

1.2. **Interpretation**

In the interpretation of this document unless the context otherwise indicates:

(a) references to:

(i) the singular includes the plural and vice versa and any gender includes any other gender;

(ii) anything includes part of that thing;

(iii) persons includes individuals, companies, associations, partnerships, bodies corporate, and governments and governmental, semi-governmental and local government and agencies;

(iv) documents include the document as amended, novated, supplemented, varied or replaced from time to time;

(v) to a party includes that party's executors, administrators, successors and permitted assigns;

(vi) party shall be construed as a reference to a party to this document;

(vii) writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent or visible form;

(viii) "$", "dollar", "A$" or "currency" is a reference to Australian currency;

(ix) a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;

(x) a clause or schedule refers to a clause or schedule in this Agreement;

(xi) a statutory provision shall:

(A) include any subordinate legislation made from time to time under that provision;

(B) be interpreted to mean references to those provisions as respectively amended or re-enacted prior to but not after the date of this agreement;

(C) include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this agreement the same shall not have effected a substantive change to that provision;

(b) the words "includes", "including" or "such as" are not words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to examples of a similar kind;

(c) where a party comprises two or more persons, each agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;

(d) where a party enters into this Agreement in its capacity as trustee of a trust, the obligations of that party shall bind that party personally and in its capacity as trustee of such trust;

(e) unless specified otherwise, if an act is required to be done on a particular day and the act is done after 5.00pm on that day, it will be deemed to have been done on the following day;

(f) headings do not affect the meaning of this document;

(g) if a word or phrase is defined, any variation of that word or phrase has a similar meaning;

(h) a reference to 'indemnity' means that the person giving the indemnity will indemnify and keep indemnified the person given the indemnity against any loss, damage, claims, actions, demands, costs or expenses suffered or sustained because of the event indemnified against. This means that if the person indemnified suffers any loss or must pay any money (whether or not it is actually paid) because of an indemnified event the party giving that indemnity must pay the amount of loss or the amount of liability to the indemnified party. If it does not, the indemnified party can recover the amount as a liquidated claim; and

(i) if anything to be done under this Agreement falls on a date which is not a Business Day, then it must be done on the next Business Day.

2. GRANT OF SUBSCRIPTION

2.1. Grant

(a) In consideration for the Subscriber paying the Subscription Fee to Evolt IOH and subject to the terms of this Agreement, Evolt IOH grants the Subscriber the Subscription for the Term.

(b) Payment of the Subscription Fee must be paid in full to Evolt IOH in cleared funds prior to the Subscription being granted to the Subscriber for the Term.

2.2. Extension of Initial Term

(a) Subject to clause 2.2(b), unless the Subscriber provides Evolt IOH with at least 30 days' notice in writing prior to the expiry of the Initial Term that it does not wish to renew the Subscription for a Further Term (the ***Termination Notice***), upon the expiration of the Initial Term, the Subscription will automatically renew for a Further Term.

(b) In the event that Evolt IOH is not issued with a Termination Notice, prior to the expiration of the Initial Term, Evolt IOH may, in its absolute sole discretion:

(i) decide whether it will permit the Subscription to be renewed for a Further Term; and

(ii) vary the conditions that will apply to its granting of the Subscription for the Further Term, which may include (without limitation) the imposition of additional obligations or the variation of existing obligations, and provide notice

to the Subscriber of the nature of the varied terms that will apply to the Further Term (the ***Variation Notice***).

(c) If Evolt IOH exercises its rights pursuant to clause 2.2(b)(ii), the Subscriber must notify Evolt IOH by no later than fourteen (14) days after its receipt of the Variation Notice whether it accepts or rejects the proposed variation (the ***Response Period***).

(d) The Subscriber will be deemed to have accepted the variation contained in the Variation Notice if it fails to provide a response to the Variation Notice to Evolt IOH within the Response Period.

(e) In the event that Evolt IOH provides its consent to renew the Subscription for a Further Term and the Subscriber:

(i) agrees (deemed or otherwise) to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii), the Initial Term will be renewed for the Further Term and this Agreement will be varied to the extent provided in the Variation Notice; and

(ii) does not agree to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii), this Agreement will terminate with effect on the expiration of the Initial Term;

(iii) does not agree to be bound by Evolt IOH's proposed variation of the terms of this Agreement in accordance with clause 2.2(b)(ii) and such notice of disagreement is provided to Evolt IOH after the expiration of the then current Term however within the Response Period:

(A) this Agreement will terminate with effect from the date that the Subscriber's notice of disagreement is provided to the Subscriber; and

(B) the Subscriber must pay the Subscription Fee for that period following the expiration of the relevant Term that it had access to the Software on a pro-rata basis.

(f) The Initial Term and the Further Term (as the case may be) may be extended in accordance with the terms of this clause as many times as the parties so desire.

3. DOCUMENTATION

(a) Evolt IOH grants the Subscriber a non-exclusive licence to use the Documentation in connection with the Software for the duration of this Agreement.

(b) The Subscriber must not copy or reproduce the Documentation except to the extent otherwise authorised by this Agreement.

4. SUBSCRIPTION CONDITIONS

4.1. Use of Software

(a) The Subscriber may only use the Software in accordance with the normal operating procedures as notified by Evolt IOH.

(b) The Software may not be used on equipment other than Designated Equipment.

4.2. No Alteration

The Subscriber will not copy, reverse engineer, alter, modify or reproduce the Software except to the extent otherwise authorised by this Agreement or with the prior written permission of Evolt IOH.

4.3. Remedies for misuse

In addition to any other remedies available to Evolt IOH under this Agreement or otherwise, the Subscriber acknowledges that any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Software will entitle Evolt IOH to any available equitable remedy against the Subscriber.

4.4. Acknowledgement of Evolt IOH ownership

The Subscriber acknowledges that Evolt IOH is the legal owner of the Software and that nothing in this Agreement constitutes the transfer of title or ownership to the Subscriber of the Software or the Documentation.

5. SECURITY

5.1. Supervision

The Subscriber is solely responsible for the use, supervision, management and control of the Software and Documentation.

5.2. Protection

The Subscriber must ensure that the Software is protected at all times from misuse, damage, destruction or any form of unauthorised use and that the Subscriber adopts the necessary security protocols to ensure the security of the Software.

5.3. **Record keeping**

The Subscriber must keep accurate records of use and any permitted copying, modification and disclosure of the Software. The Subscriber must provide Evolt IOH with any such records within one (1) Business Day of receiving a request of this nature from Evolt IOH.

6. SUPPORT SERVICES

6.1. **Provision of support services**

(a) Subject to the Subscriber complying with its obligations pursuant to clause 6.3, Evolt IOH must provide such support services as it considers necessary in order to ensure that the Software operates in substantial conformity with the Documentation. Such support will, at the sole discretion of Evolt IOH, take the form of:

(i) telephone advice; or

(ii) such services as Evolt IOH considers are more effective given the circumstances.

(b) Evolt IOH will provide the Support Service by ensuring the availability of suitably trained staff familiar with the operation, maintenance and support of the Software as soon as practicable during Evolt IOH's normal business hours.

(c) The Subscriber must ensure that Evolt IOH's support personnel are provided with all information, facilities, assistance and accessories reasonably required by Evolt IOH to enable Evolt IOH to provide the Support Services.

6.2. **Exclusions from support services**

Support Services to be provided by Evolt IOH under this Agreement do not include:

(a) correction of errors or defects caused by operation of the Software in a manner other than specified in the Documentation;

(b) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Software not authorised by Evolt IOH;

(c) correction of errors caused by failure of the Subscriber to provide suitably qualified and adequately trained operating and programming staff for the operation of the Software;

(d) training of operation of programming staff;

(e) rectification of operator errors;

(f) rectification of errors caused by incorrect use of the Software;

(g) rectification of errors caused by equipment fault;

(h) equipment maintenance; and

(i) diagnosis of rectification of faults not associated with the Software.

6.3. **Support charges**

(a) The Subscriber must pay the Support Charges at the rate and in the manner specified in the Schedule for any Support Services that, in Evolt IOH's reasonable opinion, is not able to be provided in the form of telephone advice through Evolt IOH's customer care service.

(b) The Support Charges are exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of the Support Services. Without limiting the foregoing, the Subscriber will be liable for any new taxes, duties or charges imposed subsequent to the date of this Agreement in respect of the Support Services.

7. UPDATES AND NEW RELEASES

(a) Evolt IOH is under no obligation to provide updates or new releases of the Software.

(b) The Subscriber acknowledges that the Subscription is for the version of the Software detailed in the Schedule and that, unless Evolt IOH notifies the Subscriber in writing otherwise:

(i) it is not entitled to any updated version or new release of the Software that may be developed or released (as the case may be) by Evolt IOH following the commencement of this Agreement (the ***Updated Software***); and

(ii) additional fees may apply in order for the Subscriber to gain access to the Updated Software.

(c) The Subscriber must provide Evolt IOH with all reasonable assistance in the event that Evolt IOH wishes to provide an update or new release of the Software to the Subscriber.

8. CONFIDENTIAL INFORMATION

(a) The Subscriber acknowledges that as a result of the grant of the Subscription by Evolt IOH, the Subscriber will be given access to the Confidential Information (which includes the Personal Information).

(b) The Subscriber covenants to Evolt IOH that:

(i) it will treat the Confidential Information as subject to a duty of confidence and will only use the Confidential Information in a manner consistent with its rights as licensee in accordance with the terms of this Agreement;

(ii) except as is permitted specifically under this document, it will not in any other way use the Confidential Information without Evolt IOH's prior written consent;

(iii) it will ensure that all written material provided by the Evolt IOH to the Subscriber as a result of the grant of the Subscription is safely and securely stored when not in use, and the Subscriber hereby acknowledges that such material including all copies thereof remains the absolute and exclusive property of Evolt IOH; and

(iv) in addition to the other obligations contained in this clause, it will collect, use, disclose, store, maintain and otherwise deal with the Personal Information in accordance with:

(A) for Subscribers that are located in Australia – the *Privacy Act 1988* (Cth) (the ***Privacy Act***);

(B) for Subscribers that are located outside of Australia – the Privacy Act as well as any legislation in force in the country in which the Subscriber is located which regulates the manner in which Personal Information is collected, used, disclosed and stored,

which includes (without limitation), compliance with the Australian Privacy Principles contained in the Privacy Act, implementing a complaint handling process for privacy complaints and implementing a data breach response plan;

(v) it will ensure that its agents and contractors comply with the terms of this clause;

(vi) it will immediately notify Evolt IOH if it becomes aware of any breach or suspected breach of this clause 8.

9. INTELLECTUAL PROPERTY

9.1. Ownership

The Subscriber acknowledges and agrees that Evolt IOH owns, and the Subscriber has no rights or entitlements with respect to, the Intellectual Property.

9.2. **Use and Modifications**

(a) The Subscriber acknowledges and agrees that Evolt IOH owns all Intellectual Property that the Subscriber may develop in the course of or arising out of Evolt IOH granting the Subscription to the Subscriber and, for the avoidance of any doubt, the Subscriber assigns any such Intellectual Property to Evolt IOH immediately upon its creation.

(b) The Subscriber must not make use of or reproduce any Intellectual Property owned by Evolt IOH without the prior written approval of Evolt IOH.

9.3. **Moral Rights**

The Subscriber consents to the doing of any acts or making of any omissions by Evolt IOH and the employees, servants, agents, licensees and assigns of Evolt IOH that infringe the Subscriber's Moral Rights in any Works made by the Subscriber as a consequence (either direct or indirect) of Evolt IOH granting the Subscription to the Subscriber, including:

(a) not naming the Subscriber as the author of a Work;

(b) amending or modifying (whether by changing, adding to or deleting/removing) any part of the Work but only if the Subscriber is not named as the author of the amended or modified Work,

whether those acts or omissions occur before, on or after the date of this Agreement.

9.4. **Disclosure**

The Subscriber must disclose to Evolt IOH all valuable inventions, discoveries, improvements, designs, trademarks, work or other subject-matter created by or on behalf of the Subscriber during the Term that is in any way connected with Evolt IOH granting the Subscription to the Subscriber, whether capable of attracting Intellectual Property rights or not.

10. LIABILITY

10.1. **General exclusion**

Subject to clause 10.2, any condition or warranty which would otherwise be implied in this Agreement is excluded.

10.2. **Limitation**

Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or

exercise of or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement. However, the liability of Evolt IOH for any breach of such condition or warranty will be limited, at the option of Evolt IOH, to one or more of the following:

(a) if the breach relates to goods;

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

10.3. **No Liability**

Evolt IOH shall not be liable for indirect, incidental, special or consequential damages including loss of profits, loss of data, revenue loss or otherwise incurred by the Subscriber or any third party whether in an action in tort or contract even if Evolt IOH or its servants or agents have been advised of the possibility of such damages.

11. INDEMNITY

(a) The Subscriber indemnifies Evolt IOH against the full amount of all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Evolt IOH) that Evolt IOH may sustain or incur as a result, whether directly or indirectly, of any:

(i) breach of this Agreement by the Subscriber, including but not limited to, a breach in respect of which Evolt IOH exercises a right to terminate this Agreement;

(ii) loss of or damage to any property or injury to or death of any person caused by any act or omission of the Subscriber or its employees, contractors or agents.

(b) The indemnities contained in this clause 11(a) will continue in full force and effect notwithstanding the termination of this Agreement.

12. TERMINATION

12.1. Immediate termination

Without limiting the generality of any other clause in this Agreement, Evolt IOH may terminate this Agreement immediately by notice in writing if:

(a) the Subscriber is in breach of any term of this Agreement and such breach is:

(i) not capable of being remedied; or

(ii) capable of being remedied and is not remedied within 10 Business Days of notification by Evolt IOH;

(b) the Subscriber for any reason destroys or disposes of or loses custody of the Software.

12.2. Consequences of termination

If notice is given to the Subscriber pursuant to clause 10.1, Evolt IOH may, in addition to terminating the Agreement:

(a) Discontinue providing the Subscriber with access to the Software;

(b) repossess any copies of the Software and Documentation in the possession, custody or control of the Subscriber;

(c) be regarded as discharged from any further obligations under this Agreement; and

(d) pursue any additional or alternative remedies provided by law.

13. NOTICES

13.1. Notice in Writing

A party giving notice under this document (including a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under or pursuant to this document) must do so in writing.

13.2. Methods of Service

Service of any notice, document, originating process or document in a court proceeding or required to be served under any Act, under or relating to this document shall be sufficiently served:

(a) if delivered personally to the party to be served;

(b) if left at or sent by pre-paid registered post to:

(i) the address of the party to be served as set out in the description of that party in the schedule to this document;

(ii) the last known place of abode or business of the party to be served; or

(iii) the registered office of any party to be served which is a company; or

(c) if sent by facsimile or email transmission to the facsimile number or email address of the party to be served as set out in the schedule to this document or as subsequently notified for the purposes of this clause, provided that no transmission error message is received by the sender.

13.3. **Electronic Communications**

The parties consent to any information, notice, document, originating process or document in a court proceeding in relation to this document being given by electronic communications.

13.4. **Receipt of Notices**

In the case of:

(a) serving notice in accordance with clause 13.2(b), such notice shall be deemed to have been duly served upon it being left at the relevant address or, if posted, on the fifth day after such notice has been posted; and

(b) serving notice in accordance with clause 13.2(c), such notice shall be deemed to have been duly served and received at the time such facsimile or email transmission is sent.

13.5. **Signing of Notices**

A notice given or served under this document shall be sufficient if:

(a) in the case of a corporation, it is signed by a director or secretary of that corporation or its attorney or lawyer;

(b) in the case of an individual, it is signed by that individual or his attorney or lawyer.

13.6. **Deemed Personal Service**

The parties agree and acknowledge that service in accordance with clause 13 is deemed to be effective personal service of any notice, document, originating process or document in a court proceeding.

13.7. **Notice May Be Given To or By Party's Solicitor**

(a) Any Notice by a party may be given and may be signed by its solicitor.

(b) Any Notice to a party may be given to its solicitor by any of the means listed in clause 13.2 to the solicitor's business address or facsimile number.

13.8. **Non-Merger**

This clause 13 shall remain in full force and effect notwithstanding the termination of this document and shall not merge on termination.

14. GENERAL

14.1. **Payments**

Unless otherwise agreed with Evolt IOH in writing:

(a) all payments are to be made in either AUD or USD;

(b) the Subscription Fee does not include taxes and if Evolt IOH is required to pay sales, use, property, value added, or other taxes based on this Agreement then such taxes will be billed to and paid by the Subscriber; and

(c) The payment of any amount payable to Evolt IOH is not subject to set-off for any claim by the Subscriber against Evolt IOH.

14.2. **Whole agreement**

(a) This Agreement and the documents referred to in it contain the whole agreement between the parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements between the parties relating to these transactions.

(b) Each of the parties acknowledge that, in agreeing to enter into this Agreement, they have not relied on any representation, warranty or other assurance except those set out in this Agreement.

14.3. **Legal costs**

The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement and all documents incidental to it.

14.4. **Amendment**

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

14.5. **Assignment**

(a) Evolt IOH may assign or transfer its rights and obligations under this Agreement upon the provision of seven (7) days' notice in writing to the Subscriber.

(b) None of the rights or obligations under this Agreement may be assigned or transferred by the Subscriber without the written consent of Evolt IOH.

14.6. **Further assurance**

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

14.7. **Governing Law and Jurisdiction**

(a) This Agreement is governed by and must be construed in accordance with the laws of Queensland, Australia.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia, and all courts which have jurisdiction to hear appeals from those courts and waives any right to object to proceedings being brought in those courts for any reason.

14.8. **Warranty of Authority**

The person signing this Agreement:

(a) as attorney for any party warrants to the other parties that at the date of execution the person has not received any notice or information of the revocation of the power or attorney appointing them; and

(b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution he/she has full authority to execute this Agreement in that capacity.

14.9. **Electronic Execution**

The Subscriber acknowledges and agrees that:

(a) it will be deemed to have signed this Agreement for the purposes of section 10 of the *Electronic Transactions Act 1999* (Cth) by its duly authorised representative indicating its acceptance of these terms on Evolt IOH's website;

(b) no action other than that detailed in clause 14.9(a) is required in order for the Subscriber to be bound by the terms of this Agreement.

SCHEDULE

Item 1	**Subscriber:**	The person nominated as being the subscriber in Evolt IOH's subscription application form, who must be an owner, licensee or lessee of at least one (1) Evolt 360 Machine.
Item 2	**Initial Term:**	One (1) year, commencing on the date nominated by Evolt IOH in writing.
Item 3	**Subscription Fee:**	The amount stated by Evolt IOH on the date that the Subscriber agrees to be bound by the terms of this Agreement as being the subscription fee for the Software for the region in which the Software is to be predominantly accessed by the Subscriber.
Item 4	**Software:**	The reporting dashboard known as 'Evolt Insights'.
Item 5	**Further Term:**	One (1) year from the date of expiration of the Initial Term or then current Further Term (as the case may be).
Item 6	**Designated Equipment:**	1. Evolt 360 Machines; 2. Subscriber's computer systems at its place of business.
Item 7	**Documentation:**	As provided to the Subscriber by Evolt IOH.
Item 8	**Support Charges:**	The cost of Evolt IOH providing the Support Services which is chargeable at the rate of AUD $90.00 per hour. Such costs payable within 30 days of receipt of an invoice for same.

EXHIBIT P

ABC MERCHANT SERVICES AGREEMENT

Client number:

**** All fields are required ****

Business Name (DBA/OP/AS): _____

Business Name (Legal): _____

Club Address: _____

Club City, State, Zip/Province, Postal Code: _____

Club Phone Number: _____

Type of Business (i.e., S Corp., LLC, etc.): _____

Legal Business Federal Tax ID# or Business# (TIN/EIN or BN/BIN): _____

Business Address Associated with Federal Tax ID# or Business #: _____

City, State, Zip/Province, Postal Code Associated with Federal Tax ID# or Business #: _____

Date of Incorporation/Organization: _____

State/Province of Incorporation/Organization: _____

Authorized Officer: _____ **Title:** _____

Driver's License #: _____ **DL Issuing State/Province:** _____

Date of Birth: _____ **SSN/SIN:** _____

Email address: _____

BILLING SERVICES AGREEMENT

This Agreement made on _____, by and between **ABC Fitness Solutions, LLC,** a **Delaware corporation, (hereinafter "ABC")** and _____ a/an _____ **(hereinafter "the Client"):**

1. Merchant and Bank Account Set-up: Client hereby appoints ABC to act as its attorney-in-fact as follows: (i) to establish and maintain a bank account and credit card processing merchant agreement on Client's behalf with such bank and credit card processor as ABC may designate; (ii) to receive sales data from Client and tender it to a credit card processor, for processing; and (iii) in connection with such bank account and this Agreement, to execute any and all documents and take any and all other actions, on behalf of Client, that ABC deems necessary or appropriate without further authorization or consent of Client. Such bank account shall be maintained for the purpose of receiving and accepting proceeds of the card transactions processed pursuant to this Agreement and other related activity, including adjustments, charge backs and payment of fees, all on Client's behalf. Client hereby irrevocably directs such bank to transfer, on each banking day, the closing balance of such account to a separate ABC account, as designated by ABC; to facilitate the transactions contemplated this Agreement. Neither the credit card processor, ABC, nor the bank shall be liable in any respect for any act or omission or for any error in judgment or for any mistake related in any way to the power of attorney created hereby or any actions taken pursuant hereto, except in the case of such party's willful misconduct. The Power of Attorney created hereby is coupled with an interest and shall be irrevocable.

2. ABC agrees to bill, service and account for all acceptable membership agreements of the Client that have been delivered to ABC from time to time under this Agreement. Upon receipt of an acceptable membership agreement or account information and such membership agreement or account information becomes an active account; ABC will maintain appropriate account information during the time ABC is actively collecting the account on behalf of the Client. The Client will be responsible for maintaining a physical copy of the membership agreement.

3. The Client agrees to pay ABC for services provided herein, a fee of **3.90**% on all payments received as Bank Drafts and **3.90%** plus applicable Pass-Thru-Fee, as defined hereinafter, on all Credit Card/Debit Card payments. Pass-Thru-Fees shall represent the approximate cost of processing Credit/Debit Card payments and Client agrees to pay Pass-Thru-Fee of **1.95%** on all Visa/MC Card payments, **1.95%** on all Discover Card payments, and **3.50%** on all AMEX/Diners Club payments; plus a per transaction fee of **$.29** on Visa/MC payments, **$.29** on Discover Card payments and **$.00** on American Express/Diners Club payments. The Client further agrees to pay ABC a fee of **3.90%** on all payments made or received by the club and posted to ABC and **7.00%** for all forms of payment received other than Bank Drafts or Credit Cards/Debit Cards. Examples of these other forms shall include payment books and payments received (directly or indirectly) under the membership agreements serviced hereunder. All ABC's fees will be deducted from the amount collected on behalf of the Client. The fees apply to all payments on active membership agreements under service by ABC, whether payments are made to ABC or directly to the Client. ABC reserves the right, from time to time, to change the fees and charges provided for herein without prior notice. If Client wishes to dispute such change, it may deliver written notice thereof to ABC within sixty (60) days of Client's receipt of the first

Client number:

BILLING SERVICES AGREEMENT continued page 2

monthly report reflecting such change. If Client disputes such changes, the parties may negotiate a mutual agreement regarding fees or either may terminate this Agreement by providing thirty (30) days written notice.

4. Billing cycles will occur twice per month. The 1st through the 15th shall represent one billing cycle, while the 16th through the end of the month shall represent the other billing cycle. Net receipts for each billing cycle will be remitted to the Client by the 5th day following the cycle cutoff (by the 5th and 20th day each month). ABC will not be responsible for delay in remittance due to weekends and holidays. Net receipts are equal to the total membership agreement payments less the sum of the following: (I) reversals, chargebacks, refunds or other credits against payments collected; (II) the billing fee set forth in paragraph 3; (III) any credit for payments made directly to the Client; and (IV) any service or late charge, cancellation fee, or other charge or amount due from Client to ABC pursuant to this Agreement, or any other agreement between Client and ABC or any policy established by ABC from time to time.

5. ABC will provide the Client each month with a report of membership agreements under service, collections, fees and charges imposed.

6. Payments on membership agreements directly to the Client are discouraged. In order to assure proper credit to each account, the Client agrees to promptly notify ABC of any direct payments, including the account number and correct name in which the account is carried.

7. Only current membership agreements under which the member is not in default or past due for any amount will be acceptable membership agreements under this Agreement. If, in the sole discretion of ABC, a past due account becomes uncollectible, the Client will be responsible for further collection of said account and ABC shall be released from any further responsibility with respect to such membership agreement.

8. The Client may cancel the membership agreement of any member, and such membership agreement will be removed from the active list and the Client will be notified. Cancellations will not be accepted from individual members, only from the Client itself, unless prior authorization is received from Client.

9. Either party may cancel this Agreement by giving the other party thirty (30) days written notice. In the event either party should choose to cancel this Agreement, ABC will hold all money in escrow for a period of no more than sixty (60) days following the last date upon which the Client's members were billed prior to cancellation of this Agreement. This holding period ensures all returns, if any, will be paid. If the Client sells, it is the seller's responsibility to make buyer aware of the services provided by ABC. Should the buyer choose not to utilize ABC's services, ABC will deduct any fees owed by Client to ABC from this Agreement, or any other agreement between ABC and client, from any money which is held in the Client's billing account.

10. The Client shall pay any and all federal, state or local excise, sales or use taxes or similar taxes imposed in respect to all membership agreements serviced by ABC for the Client under this Agreement, or the services involved with respect to such membership agreements ("Taxes"), and complete and file all required tax reports related thereto, all in a timely manner, and hereby agrees to indemnify and hold ABC, its officers, directors, shareholders and employees harmless from any loss, including attorneys' fees, resulting from its failure to do so.

11. If ABC is required to withhold or pay any of the foregoing said Taxes, or if the Client ever becomes liable to ABC for any sums or losses, the amount so paid by ABC for said Taxes and any sums expended or losses incurred by ABC for which the Client is responsible to indemnify ABC, will be deducted from all money collected, held or controlled by ABC under any existing agreements between ABC and the Client, including, but not limited to, this Agreement and any billing and/or collection agreements, and further including, but not limited to, any such money held in any account or accounts of the Client held or set up by ABC related to same, as well as from any collections and/or funds held or controlled by ABC for the benefit of the Club related to same. In the event the amounts are not satisfied, any remaining amounts owed will be due and payable to ABC by the Club within twenty-four (24) hours upon notification and request for payment to the Club by ABC. The Client hereby agrees to indemnify, defend and hold ABC, its officers, directors, shareholders, agents, contractors and employees harmless from any liability, claim, loss and expense, including attorneys' fees, resulting from its failure to perform its obligations in this Agreement or from its actions or omissions in connection with the operation of its club facilities, including, without limit, the failure to comply with any applicable federal, state or local laws, rules, regulations or ordinances.

12. Client is a franchisee of Anytime Fitness Franchisor LLC ("AF") and has certain obligations pursuant to its franchise agreement with AF (the "Franchise Agreement"). Client understands and agrees that ABC may share information with AF regarding Client's franchised operations and receive instructions from AF to assist Client in complying with the Franchise Agreement, including without limit, instructions for ABC to withhold "Information" (as defined in the Franchise Agreement) from Client and provide it to AF. Client also authorizes ABC to refund any amounts owed by Client to its members, whether under the terms of its membership agreements with members or under the Franchise Agreement, and to deduct such refunds from remittances owing to Client. Client agrees to indemnify, defend and hold ABC harmless from and against any loss, liability or cost ABC may incur as a result of its compliance with such instructions and refund provisions, unless such loss, liability or cost is caused by the gross negligence or intentional misconduct of ABC.

Client number:

BILLING SERVICES AGREEMENT continued page 3

13. Furthermore, in the event that the Franchise Agreement is terminated for any reason, or Client's health and fitness club is closed for any reason, ABC may automatically stop billing members of such club and Client shall use its reasonable best efforts to provide ABC with notice of any such termination or closure at least two weeks prior thereto.

14. This Agreement shall be governed by the laws of the state of Arkansas. Any litigation brought hereunder shall be brought only in a state or U.S. federal court of general jurisdiction in Pulaski County, Arkansas.

Executed this_____day of_____, _____

X Sean Jameson
Sean Jameson (Printed)

X_____
Corporation Owner or Agent (Print Name)

X_____
Sean Jameson (Signature)
ABC Fitness Solutions, LLC
P.O. Box 6800
North Little Rock
Arkansas 72124
Toll-free: 800-622-6290

X_____
Corporation Owner or Agent (Signature)

4858-5446-7329, v. 1

EXHIBIT Q

PHYSICAL THERAPY PROGRAM ADDENDUM

PHYSICAL THERAPY PARTNERSHIP PROGRAM
FRANCHISE AGREEMENT ADDENDUM RIDER

1. Effective Date of this Addendum: _____
2. Franchisee: _____
3. Principal Owner: _____
4. Franchised Location(s): _____
5. Effective Date of Franchise Agreement: _____
6. License Fee (rent you are collecting): _____
7. License Fee Commencement Date: _____
8. Launch Date: _____
9. Physical Therapy Partnership Program Partner (check only one):

____ Corporate Partner: _____

____ Local Partner _____

Local Partner Training Program Chosen (choose only one): A or B

PHYSICAL THERAPY PARTNERSHIP PROGRAM
FRANCHISE AGREEMENT ADDENDUM

This Addendum is made and entered on as of the Effective Date set forth in the Rider attached to this Addendum and is by and between Anytime Fitness Franchisor LLC ("we" or "us") and the Anytime Fitness® franchisee identified in the Rider ("you"), and is an amendment to, and a part of, the Franchise Agreement identified in the Rider (the "Franchise Agreement"). All capitalized terms used in this Addendum not otherwise defined have the meanings ascribed to them in the Franchise Agreement.

INTRODUCTION

You and we are parties to a Franchise Agreement under which you operate an Anytime Fitness® center identified in the Rider (the "Center"). We have developed a voluntary Physical Therapy Partnership Program (the "Physical Therapy Partnership Program") as part of the suite of products and services offered as part of the AF Recovery offerings. We are incorporating AF Recovery and the Physical Therapy Partnership Program into Anytime Fitness® centers, and you will now be granted the right to partner with a Physical Therapy Provider only at the Center(s) identified on the Rider to this Addendum, under the terms of this Addendum. Multiple Centers may be identified on this Addendum only if they are under identical ownership.

We currently have two Physical Therapy partnership options. You can partner with: 1) a licensed physical therapy provider whom we have designated as a preferred corporate partner ("Corporate Partner"); or 2) you may partner with a licensed physical therapy provider in your local area, provided that they are approved by us in writing in advance ("Local Partner").

AGREEMENT

1. DEFINITIONS.

a. "**Confidential Informational**" means data and information: (i) relating to our business, regardless of whether the data or information constitutes a trade secret; (ii) disclosed to you or of which you became aware of as a consequence of your relationship with us; (iii) having value to us; (iv) not generally known to our competitors; and (v) which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, personnel data, operations, training and manuals, forms and documents used to support the Physical Therapy Partnership Program, and similar information; provided, however, that such term shall not mean data or information: (A) which have been voluntarily disclosed to the public, except where such public disclosure has been made by you without authorization from us; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means.

b. "**Derivative Work"** is any work that is based upon the Physical Therapy Partnership Program, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, incorporated, transformed or adapted in whole or in part.

c. "**PTPP Monthly Fees**" is the recurring monthly fee due from you for your participation in the Physical Therapy Partnership Program. As of the Effective Date of your partnership agreement, the PTPP Monthly Fees are 7% of the amount you receive in revenue your receive from your Corporate or Local Partner, per month. The PTPP Monthly

Fees are subject to change upon written notice.

d. **"Principal Owner**" means anyone owning more than ten percent (10%) of the Center and who has signed and guaranteed the Franchise Agreement for the Center.

e. "**PTPP Training Fees**" means the fees due from you to us for Initial Training, as described in Section 4(a).

2. INITIAL PTPP TRAINING PROGRAMS.

The initial training provided to you as part of the Physical Therapy Partnership Program will vary based on the Physical Therapy Provider with whom you are partnering. As of the Effective Date, the respective PTPP Training programs consist of:

a) Corporate Partner:

Together with the designated Corporate Partner with whom you have signed an agreement, we will provide up to two (2) days of initial classroom training at our corporate headquarters, on-site at your Anytime Fitness Center, in a virtual format, or at such other places as we may designate from time to time, at our sole discretion. You will also be required to complete a self-paced, online training course. The initial training program shall include coaching on implementing, operations, marketing, reporting and billing. By executing this Addendum, you agree that one (1) Principal Owner will attend the initial training program within ninety (90) days of executing this Addendum and prior to allowing your Physical Therapy Partner to provide services in your Center. Successfully completing this initial training, will earn a one-time 600 CEC credit towards the CEC requirements outlined in your Franchise Agreement for the calendar year in which this initial training was taken.

b) Local Partner

You must choose one of the following:

A. Together with a representative from your Local Partner we will provide up to one (1) day of initial classroom training at our corporate headquarters, on-site at your Anytime Fitness Center, in a virtual format, or at such other places as we may designate from time to time, at our sole discretion. You will also be required to complete a self-paced, online training course. The initial training program shall include coaching on implementing, operations, marketing, reporting and billing. By executing this Addendum, you agree that one (1) Principal Owner will attend the initial training program within ninety (90) days of executing this Addendum and prior to allowing your Physical Therapy Partner to provide services in your Center. Successfully completing this initial training will earn a one-time 600 CEC credit towards the CEC requirements outlined in your Franchise Agreement for the calendar year in which this initial training was taken;

OR

B. Together with a representative from your Local Partner we will provide up to two (2) hours of initial classroom training, led by a designated instructor, in a virtual format. You will also be required to complete a self-paced, online training course. The initial training program shall include coaching on implementing, operations, marketing, reporting and billing. By executing this Addendum, you agree that one (1) Principal Owner will attend the initial training program within ninety (90) days of executing this Addendum and prior to allowing your Physical Therapy Partner to provide services in your Center. You will not receive any CEC credit towards the CEC requirements outlined in your Franchise Agreement if you complete this training.

3. PHYSICAL THERAPY PARTNERSHIP FEES.

a. PTPP Training Fees. The initial training provided to you as part of the Physical Therapy Partnership Program will vary based on the Physical Therapy Provider you are partnering with and the option you choose, as applicable. As of the Effective Date, the PTPP Training Fees are:

Corporate Partner	Local Partner Option A	Local Partner Option B
$2,000 flat rate	$1,000 flat rate	No cost

The PTPP Training Fee is subject to change upon written notice.

In the event you do not have an open Center at the time you register for the initial training program, you shall pay all PTPP Training Fees at the time of registration for the online training course. If you have one (1) or more open Center(s), you authorize us to deduct the PTPP Training Fees from the remittance collected by our designated billing and payment processor for the Center(s) on the first day of the month following the date of registration.

b. PTPP Monthly Fees. In consideration of our grant the right to you to partner with a Physical Therapy Provider at your Center, you shall pay to us, in addition to the PTPP Training Fees, the PTPP Monthly Fees, on a monthly recurring basis on the due date of such fee for the length of your partnership agreement. You authorize us to deduct the PTPP Monthly Fees and any additional costs from the remittance collected by our designated billing and payment processor for the Center.

You agree that any amount not received by us when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

c. Additional Support. If you request additional support, coaching or consulting by us (in whole or in part) to implement the Physical Therapy Partnership Program you agree to pay to us our then-current rates, plus reasonable travel expenses.

d. Required Equipment, Hardware, and Software. You must pay us, our affiliates, and/or our designated vendors for use of all required equipment, hardware, and/or software that meets our then- current standards and specifications in connection with the Physical Therapy Partnership Program as set forth in the Manual (as defined in the Franchise Agreement) or otherwise in writing.

4. PHYSICAL THERAPY PARTNERSHIP CONTRACTS

Prior to allowing your Physical Therapy Partner to provide services in your Anytime Fitness Center both you and an authorized representative of your Physical Therapy Partner must have signed the applicable Physical Therapy Partnership Contract and you must have provided us with a copy of the fully executed Physical Therapy Partnership Contract.

5. PHYSICAL THERAPY PARNTERSHIP REVENUE

You may charge your Physical Therapy Partner only those fees identified in your Physical Therapy Partnership Contract. You may not charge or otherwise receive from your Physical Therapy Partner any other fees or any fees, portion of fees, or other payments that are calculated based on the revenue received by the Physical Therapy Partner for providing physical therapy or related services. You agree to process all payments you receive from your Physical Therapy Partner or otherwise in connection with your participation in the Physical Therapy Partnership Program through either our mandated Club Management Software or our mandated billing processor.

6. RECOVERY OR PHYSICAL THERAPY ROOM

Prior to allowing your Physical Therapy Partner to provide services in your Anytime Fitness Center, you agree to either: 1) convert an existing room; or 2) build a new room to serve as a "Recovery or Physical Therapy Room." The Recovery or Physical Therapy Room must meet the specifications set forth in the AF Design Standards and must be approved in writing by a member of the AF Construction & Design Team prior to use.

7. TERM AND TERMINATION.

a. The term of this Addendum will commence on the Effective Date set forth in the Rider attached to this Addendum, and subject to earlier termination as described herein, will automatically and immediately terminate upon the expiration or termination of the Franchise Agreement.

b. This Addendum automatically and immediately terminates upon the termination or expiration of any agreement between us or our affiliates and your Physical Therapy Partner or, in the event your Physical Therapy Partner is a Local Partner, this Addendum automatically and immediately terminates upon the termination or expiration of any agreement between you and your Physical Therapy Partner.

c. Upon termination or expiration of this Addendum, all rights granted to you under this Addendum shall terminate, and you shall have the following obligations: (i) you will immediately deliver to us all Confidential Information related to the Physical Therapy Partnership Program, including any operation manual or materials specific to the Physical Therapy Partnership Program, in your possession or control, and all copies and any other forms of reproductions of these materials and any other materials provided by us and all copies thereof of any other forms of reproductions of these materials, and you shall neither retain nor convey to another any copy or record of any of the foregoing and you agree that all these materials are our exclusive property; (ii) you shall immediately cease offering physical therapy services at your Center or to members of your Center; (iii) you shall comply with the applicable covenants contained in this Addendum and the Franchise Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or Confidential Information; and (iv) from and after termination of this Addendum, upon our request, you shall cooperate with us in connection with any steps required or appropriate to be taken as a result of the termination of this Addendum, and you shall furnish us, upon request, such further information, execute and deliver such other documents and do such other acts and things, all as we may reasonably request for the purpose of carrying out the intent of this Addendum.

8. TRANSFER.

In the event of the transfer or assignment of your Franchise Agreement, your transferee or assignee will be required to sign an addendum, in similar form to this Addendum, agreeing to continue to offer services as part of the Physical Therapy Partnership Program for the remaining term of the Franchise Agreement.

9. OWNERSHIP OF INFORMATION.

You acknowledge and agree that the information that we or our affiliates obtain from you or your affiliates through the access and use of the Physical Therapy Partnership Program or information in your records related to the Physical Therapy Partnership Program is considered part of the Information System (as defined in the Franchise Agreement) and you must comply with all terms of the Franchise Agreement and the Manual (as defined in the Franchise Agreement) related to the Information.

10. CONFIDENTIAL INFORMATION/IMPROVEMENTS/COPYRIGHTS.

You acknowledge and agree that the Physical Therapy Partnership Program and the Confidential Information described in this Addendum are part of the System and subject to the same confidentiality restrictions as described in the Franchise Agreement. You must require your employees who have access to Confidential Information to sign a written covenant not to compete and confidentiality agreement. You shall be directly responsible and liable to us for any acts or omissions of its employees relating to

Confidential Information as if such acts or omissions were your own. You will immediately report to us the theft, loss or destruction of any Confidential Information. You hereby agree that, during and after the Term, you, your owners, principals and employees will: (a) not use the Confidential Information in any other business or capacity, including any derivative or spin-off of the System or Physical Therapy Partnership Program; (b) maintain the absolute secrecy and confidentiality of the Confidential Information; (c) not make unauthorized copies of any portion of the Confidential Information, whether in tangible or intangible form; and (d) adopt and implement all procedures that we prescribe to prevent unauthorized use or disclosure of, or access to, the Confidential Information. You further acknowledge and agree that any Derivative Work is considered an Improvement, as described in the Franchise Agreement, and that many aspects of the Physical Therapy Partnership Program are Copyrighted Materials, as described in the Franchise Agreement.

11. ACKNOWLEDGMENTS.

You hereby acknowledge and agree that we and our affiliates, and their officers, directors, members, employees and agents, have not given any assurance, nor made any representation or warranty of any kind, expressed or implied, as to the quality, performance or financial potential of the Physical Therapy Partnership Program, the successful operation of the Physical Therapy Partnership Program and the Centers, or for any other purpose. You do not have the right to modify, edit, copy, reproduce, create Derivative Works, reverse engineer, alter, enhance, or exploit the Physical Therapy Partnership Program.

12. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS NOT INCLUDED IN THIS ADDENDUM. YOUR USE OF THE PHYSICAL THERAPY PARTNERSHIP PROGRAM IS SOLELY AT LICENSEE'S OWN RISK. THE PHYSICAL THERAPY PARTNERSHIP PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PHYSICAL THERAPY PARTNERSHIP PROGRAM.

13. LIMITATION OF LIABILITY AND DAMAGES.

You must ensure that any customer participating in any AF Recovery program associated with the Physical Therapy Partnership Program signs a waiver of liability releasing you, us, and our respective affiliates for any liability in connection with such Physical Therapy Partnership Program. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY SUCH NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE USE OF THE PHYSICAL THERAPY PARTNERSHIP PROGRAM OR THAT RESULTS FROM THE USE OR INABILITY TO USE THE PHYSICAL THERAPY PARTNERSHIP PROGRAM EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, IN NO EVENT WILL OUR LIABILITY UNDER THIS ADDENDUM EXCEED THE AMOUNT OF FEES PAID BY YOU TO US HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LIABILITY IS INCURRED.

12. RELEASE.

In consideration of our license of the Physical Therapy Partnership Program to you and for our execution of this Addendum, you hereby release and forever discharge AF, and our affiliates, as well as their respective past and present members, shareholders, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims, known or unknown, that you may have against such parties, from the beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to you, and any matters arising under the Franchise Agreement or under any other agreement between you and us or our affiliates.

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

13. GENERAL.

In other respects, the Franchise Agreement will continue in full force and effect. Any terms not defined in this Addendum will have the meaning described in the Franchise Agreement.

WE:	YOU:
ANYTIME FITNESS FRANCHISOR LLC	
_____	_____
By: _____	By: _____
Its: _____	Its: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	April 29, 2024 [Amendment Pending]
Hawaii	April 11, 2024 [Amendment Pending]
Illinois	April 3, 2024 [Amendment Pending]
Indiana	April 8, 2024, [Amendment Pending]
Maryland	June 10, 2024 [Amendment Pending]
Michigan	April 3, 2024, as amended November 11, 2024
Minnesota	April 16, 2024 [Amendment Pending]
New York	May 1, 2024 [Amendment Pending]
North Dakota	May 1, 2024 [Amendment Pending]
Rhode Island	April 3, 2024 [Amendment Pending]
South Dakota	~~Pending~~April 3, 2024, as amended November 11, 2024
Virginia	June 7, 2024 [Amendment Pending]
Washington	May 17, 2024 [Amendment Pending]
Wisconsin	April 3, 2024, as amended November 11, 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.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Anytime Fitness Franchisor LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Anytime Fitness Franchisor LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Anytime Fitness Franchisor LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Anytime Fitness Franchisor LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency referred to in Exhibit A. The franchisor is Anytime Fitness Franchisor LLC, 111 Weir Drive, Woodbury, MN 55125. Its telephone number is 651-438-5000.

ISSUANCE DATE: April 3, 2024, as amended November 11, 2024.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are

Franchise Seller Name	Business Address	Telephone Number
	111 Weir Drive, Woodbury, MN 55125	(651) 438-5000

Anytime Fitness Franchisor LLC authorizes the respective parties identified on Exhibit A to receive service of process for us in the particular state, except in the State of Minnesota, where any of our officers are authorized to receive service of process on our behalf.

I have received a Franchise Disclosure Document with an issuance date of April 3, 2024, as amended November 11, 2024.

This Franchise Disclosure Document included the following Exhibits:

A) List of State Agencies and Agents for Service of Process
B) Table of Contents of Operations Manual
C) Lists of Franchisees and Franchisees who Left the System
D) Financial Statements and Guarantee
E) Franchise Agreement, Guaranty, General Release and State Specific Addenda to Franchise Agreement
F) Area Development Agreement, Guaranty and State Specific Addenda to Area Development Agreement
G) State Specific Addenda to Franchise Disclosure Document
H) Healthy Contributions Agreement
I) Financing Documents
J) ProVision Technology Solutions Agreement
K) Nationwide Mutual Insurance Company Bond Application
L) Club Management Software Service Agreements
M) Franchisee Questionnaire
N) Coaching Suite Addendum
O) Evolt Software Subscription Agreement
P) ABC Merchant Services Agreement
Q) Physical Therapy Program Addendum

Please indicate the date on which you received this Disclosure Document, then sign and print your name below, indicate the date you sign this receipt, and promptly return one completed copy of the Receipt to Anytime Fitness, Franchisor LLC, at 111 Weir Drive, Woodbury, MN 55125. The second copy of the Receipt is for your records.

Date Disclosure Document Received:

_____

_____
Prospective Franchisee's Signature

Date Receipt Signed:

_____

_____

Print Name

Address:_____

_____

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Anytime Fitness Franchisor LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Anytime Fitness Franchisor LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Anytime Fitness Franchisor LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Anytime Fitness Franchisor LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency referred to in Exhibit A. The franchisor is Anytime Fitness Franchisor LLC, 111 Weir Drive, Woodbury, MN 55125. Its telephone number is 651-438-5000.

ISSUANCE DATE: April 3, 2024, as amended November 11, 2024.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are

Franchise Seller Name	Business Address	Telephone Number
	111 Weir Drive, Woodbury, MN 55125	(651) 438-5000

Anytime Fitness Franchisor LLC authorizes the respective parties identified on Exhibit A to receive service of process for us in the particular state, except in the State of Minnesota, where any of our officers are authorized to receive service of process on our behalf.

I have received a Franchise Disclosure Document with an issuance date of April 3, 2024, as amended November 11, 2024.

This Franchise Disclosure Document included the following Exhibits:

A) List of State Agencies and Agents for Service of Process
B) Table of Contents of Operations Manual
C) Lists of Franchisees and Franchisees who Left the System
D) Financial Statements and Guarantee
E) Franchise Agreement, Guaranty, General Release and State Specific Addenda to Franchise Agreement
F) Area Development Agreement, Guaranty and State Specific Addenda to Area Development Agreement
G) State Specific Addenda to Franchise Disclosure Document
H) Healthy Contributions Agreement
I) Financing Documents
J) ProVision Technology Solutions Agreement
K) Nationwide Mutual Insurance Company Bond Application
L) Club Management Software Service Agreements
M) Franchisee Questionnaire
N) Coaching Suite Addendum
O) Evolt Software Subscription Agreement
P) ABC Merchant Services Agreement
Q) Physical Therapy Program Addendum

Please indicate the date on which you received this Disclosure Document, then sign and print your name below, indicate the date you sign this Receipt, and promptly return one completed copy of the Receipt to Anytime Fitness Franchisor LLC, at 111 Weir Drive, Woodbury, MN 55125. The second copy of the Receipt is for your records.

Date Disclosure Document Received:

_____ _____

Prospective Franchisee's Signature

Date Receipt Signed:

_____

_____

Print Name

Address:_____

_____

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